



RETURN BIDS TO:
RETOURNER LES SUBMISSION À :
Parks Canada Agency Bid Receiving Unit
National Contracting Services
Suite 720, 220 – 4th Avenue S.E.
Calgary, AB T2G 4X3

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Parks Canada Agency

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the goods, services and construction listed herein or on any attached sheets at the price(s) set out therefor.

Proposition à : l'Agence Parcs Canada

Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Issuing Office - Bureau de distribution :

Parks Canada Agency
National Contracting Services
Suite 720, 220 – 4th Avenue S.E.
Calgary, AB T2G 4X3

Title - Sujet Security Services – Riding Mountain National Park	
Solicitation No. - N° de l'invitation 5P420-18-0523/A	Date: February 08, 2019
Client Reference No. - N° de référence du client n/a	
GETS Reference No. N° de référence de SEAG PW-19-00863431	
Solicitation Closes - L'invitation prend fin At - à : 14 :00 On - le : March 20, 2019	Time Zone - Fuseau horaire MDT
F.O.B. - F.A.B. Plant - Usine : <input type="checkbox"/> Destination : <input checked="" type="checkbox"/> Other - Autre : <input type="checkbox"/>	
Address Enquiries to - Adresser toutes questions à Kirsten Sage Kirsten.sage@canada.ca	
Telephone No. - N° de telephone (587) 436-5795	Fax No. -N° de télécopieur 1-866-246-6893
Destination of Goods, Services, and Construction - Destination des biens, services, et construction See Herein	

TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE SOUMISSIONNAIRE

Vendor/ Firm Name - Raison sociale et adresse du fournisseur/ de l'entrepreneur	
Address - Adresse	
Telephone No. - N° de telephone	Fax No. - N° de télécopieur
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print) - Nom de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 STATEMENT OF WORK.....	3
1.3 OPTIONAL SITE VISIT	3
1.4 DEBRIEFINGS.....	3
1.5 TRADE AGREEMENTS	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS	4
2.3 FORMER PUBLIC SERVANT	4
2.4 ENQUIRIES - BID SOLICITATION	5
2.5 APPLICABLE LAWS	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION	8
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	9
PART 6 - RESULTING CONTRACT CLAUSES.....	10
6.1 SECURITY REQUIREMENTS	10
6.2 STATEMENT OF WORK.....	10
6.3 STANDARD CLAUSES AND CONDITIONS	10
6.4 TERM OF CONTRACT	10
6.5 AUTHORITIES.....	11
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	12
6.7 PAYMENT	12
6.8 INVOICING INSTRUCTIONS.....	13
6.9 DIRECT DEPOSIT.....	13
6.10 CERTIFICATIONS	13
6.11 APPLICABLE LAWS	13
6.12 PRIORITY OF DOCUMENTS	14
6.13 SACC MANUAL CLAUSES.....	14
6.14 INSPECTION AND ACCEPTANCE	14
ANNEX "A" - STATEMENT OF WORK.....	15
ANNEX "B" - BASIS OF PAYMENT	23
ANNEX "C" - ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS).....	25
ANNEX "D" – CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION.....	27
ANNEX "E"- INDIGENOUS BENEFITS PACKAGE (IBP).....	29
ANNEX "F"- INTEGRITY PROVISIONS – LIST OF NAMES FOR INTEGRITY VERIFICATION FORM.....	35

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1.1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses; and
- (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

1.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Administration Building – 135 Wasagaming Drive, Onanole MB R0J 1N0 on Wednesday, February 27, 2019. The site visit will begin at 13:00 CST.

Bidders are requested to communicate with the Contracting Authority no later than Tuesday, February 26, 2019 at 13:00 CST to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.5 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

2.2 Submission of Bids

Bids must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to PCA will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?	Yes () No ()
--	----------------

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?	Yes () No ()
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If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fourteen (14) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to

Solicitation No. - N° de l'invitation
5P420-18-0523/A

Amd. No. - N° de la modif.
00

Contracting Authority - Autorité contractante
Kirsten Sage

Client Ref. No. - N° de réf. du client
n/a

Title - Sujet
Security Services – Riding Mountain National Park

enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Indigenous Benefits Package (One (1) hard copy)

Section II: Financial Bid (One (1) hard copy)

Section III: Certifications (One (1) hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Indigenous Benefits Package

In their Indigenous Benefits Package, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Indigenous Benefits Package (IBP)

As a requirement of this contract, the Contractor should ensure provisions of specific and agreed upon benefits for Indigenous People and Indigenous Firms in the Area of the Contract.

The “IBP” will allow for up to a maximum of 7.5% downward adjustment to a proponent’s price, for evaluation purposes only. This provides for socioeconomic benefits in the Area of the Contract.

See **Annex “E” – Indigenous Benefits Package (IBP)** for Information and the Evaluation Criteria.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

See **Annex “E” – Indigenous Benefits Package (IBP), Part B – Evaluation Criteria** for the Basis of Selection.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Section 17 of the Policy requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. Bidders must provide the information requested at **Annex "F"**, Integrity Provisions – List of Names for Integrity Verification Form.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

The following security requirements apply and form part of the Contract.

- a. The Contractor personnel requiring access to sensitive work site(s), assets or information must EACH hold a valid RELIABILITY STATUS, granted or approved by Parks Canada Agency Security Directorate (PCASD).
- b. The Contractor MUST NOT remove any PCA assets from the identified work site(s) without consent from a PCA employee, and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- c. All screening requests for contractors must be sent to pc.securite-security.pc@canada.ca

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at **Annex "A"**.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010C](#) (2018-06-21), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from May 16, 2019 to April 15, 2020 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period being as follows: April 16, 2020 to April 15, 2021 inclusive and April 16, 2021 to September 30, 2021 inclusive under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Solicitation No. - N° de l'invitation
5P420-18-0523/A

Amd. No. - N° de la modif.
00

Contracting Authority - Autorité contractante
Kirsten Sage

Client Ref. No. - N° de réf. du client
n/a

Title - Sujet
Security Services – Riding Mountain National Park

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kirsten Sage

Contracts, Procurement and Materiel Management Officer
Parks Canada Agency
Chief Financial Officer Directorate
Suite #720, 220 – 4th Avenue S.E.
Calgary, AB T2G 4X3

Telephone: (587) 436-5795

E-mail address: Kirsten.sage@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

***** To be determined at contract award *****

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Representative's Name:		
Title:		
Vendor/ Firm Name:		
Address:		
City:	Province/ Territory:	Postal Code:
Telephone:	Facsimile:	
Email Address:		
Procurement Business Number or Goods and Services Tax Number:		

Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are requested to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the [Business Access Canada Website](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier) (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>). For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment: Cost Reimbursable – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in **Annex “B”**, to a limitation of expenditure of \$ *(insert at time of contract award)*. Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

6.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ *(insert at time of contract award)*. Customs duties are included and Applicable Taxes are extra.

6.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.7.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.8 Invoicing Instructions

6.8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed; and
- b. a copy of the Indigenous Benefits Package monthly report.

6.8.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Direct Deposit

In April 2012, the Government of Canada announced that direct deposit would be replacing cheques as the primary payment method for the federal payments issued by the Receiver General for Canada by April 2016. If the bidder is not set up for direct deposit, the Direct Deposit enrollment form will be required to be submitted to the Contracting Authority upon receipt of a Purchase Order or Contract.

Additional information on this Government of Canada initiative is available at:

<http://www.directdeposit.gc.ca>

6.10 Certifications

6.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

6.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2018-06-21), General Conditions – Services (Medium Complexity);
- (c) Annex “A”, Statement of Work;
- (d) Annex “B”, Basis of Payment;
- (e) Annex “C”, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (f) Annex “D”, Contractor Achievement Reporting and Certification (if applicable); and
- (g) the Contractor's bid dated _____ (*insert at time of contract award*).

6.13 SACC Manual Clauses

- [A1009C](#) (2008-05-12) Work Site Access
- [A9068C](#) (2010-01-11) Government Site Regulations
- [B6802C](#) (2007-11-30) Government Property
- [B9028C](#) (2007-05-25) Access to Facilities and Equipment
- [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

6.14 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX "A" - STATEMENT OF WORK

1.0 BACKGROUND

Riding Mountain National Park of Canada (RMNP) is located in the southwest part of Manitoba about 225 km northwest of the city of Winnipeg. The Park is one of Canada's older national parklands, having been established in 1929.

Parks Canada is responsible for ensuring the maintenance of the public peace on all land it administers. Incidental enforcement of public peace is carried out by the Parks Canada Warden Service.

The enforcement of federal and provincial legislation related to the maintenance of public peace is the responsibility of the police force of jurisdiction, in this case the Royal Canadian Mounted Police.

Security and Compliance Officers are under the command of the Chief Executive Officer for Pay, Discipline, Hours of Work, Employment Insurance, Worker's Compensation, Assignment, Relief and Leave.

2.0 SCOPE OF WORK

- 2.1 The Contractor must supply security, patrolling, and administrative compliance services in Wasagaming Campground, Clear Lake Campground, and within and around the Wasagaming Townsite, in Riding Mountain National Park of Canada. These services include:
 - a. informing and educating the public regarding Parks Canada Agency regulations and RMNP policy regarding user and recreational activities
 - b. keeping public peace
 - c. ensuring administrative compliance with Parks Canada Agency regulations and RMNP policy
- 2.2 Patrols may be carried out on foot, on bicycle, or in an automobile clearly marked as a security vehicle
- 2.3 These services primarily cover the areas of public peace and administrative compliance/prevention. The Contractor must provide resource management compliance/prevention service as a secondary priority. The Contractor must focus on compliance / prevention through education and awareness.
- 2.4 The enforcement of federal and provincial/territorial legislation related to the maintenance of public peace is the primary responsibility of the RCMP. Park Wardens are also responsible where it concerns impacts on Visitor Experience.
- 2.5 The enforcement of federal and provincial/territorial legislation related to resource management (the environment) is the primary responsibility of Parks Canada.

3.0 CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for the following:

SECTION 1 COMPLIANCE AND SECURITY

3.1 Staff and Staffing

- The Contractor must provide security services from 1700 hours to 0800 hours.

Services are required as follows:

- Weekends starting May Long Weekend until the end of June
 - Nightly starting the Thursday (or equivalent) before start of the Canada Day Long weekend until the end of the September Long Weekend.
 - Resource levels, i.e., number of staff, must be sufficient to maintain public peace. Refer to attached Appendix “A” – Sample Schedule for 2019 for an example of ideal resource levels based on historical experience.
 - Exact shift schedules may be adjusted to meet operational needs. Any adjustments resulting in an increase or decrease in billable hours must be agreed to by Parks Canada and the Contractor
 - Ensuring all employees performing work under this contract maintain an enhanced reliability check for the duration of this contract
 - Ensuring all employees performing work under this contract are medically and physically able to perform all work under this contract (medical certificates must be produced if requested by Parks Canada).
 - Ensuring all employees performing work under this contract must participate in, as a minimum, the following training:
 - Park orientation, which includes but is not limited to a tour of the Wasagaming Campground, Wasagaming Townsite, Clear Lake Campground and visiting all facilities in the area of compliance (see attached map).
 - Park procedures, policies and regulations (e.g. *Guidelines for Park Use Fees*)
 - Parks Canada Quality Visitor Experience (QVE)
 - On-the-job training with campground staff and Law Enforcement Branch (wardens)
-
- The Contractor must ensure that there is a responsible and competent Field Supervisor (with experience) available throughout the Contract.
 - The Field Supervisor is responsible for training, orientation and proper performance of Contractor employees and has the authority to receive, on behalf of the Contractor, any direction or other communication that may be given under the Contract.
 - The Contractor must ensure that all employees performing work under this Contract participate in an orientation session provided by Parks Canada.
 - The Contractor must provide its employees with accommodation and transportation required to perform the work.
 - The Contractor must ensure that all its employees performing work under this Contract on-site are appropriately clothed and groomed and are wearing identifier clothing or identifier badges.
 - Upon the request of the Parks Canada Agency (PCA) Project Authority, immediately removing from work any person employed at this work site who, in the opinion of the PCA Project Authority, is incompetent or has been conducting him/herself improperly and the Contractor must not permit a person so removed to remain on this work site.

3.2 Equipment and Storage

- The Contractor is responsible for provision of all labour, materials, supplies and equipment necessary to perform the work indicated herein, except as noted under Section 6. Government Furnished Support/Equipment/Information. The Contractor is responsible for safekeeping and return of any items provided by Parks Canada for use in performance of this contract.
- The Contractor is responsible for loss or damage of any of its employees' property brought on to Parks Canada's premises.

3.2.1 VHF Radio & Cell phone

Communication with Parks Canada staff must be with the VHF radio and/or cell phone. The Contractor is be responsible for licensing and maintenance of at least one cell phone. Parks Canada will provide the Contractor with portable VHF radios for use during the contract period.

Parks Canada grants permission to the Contractor to use Parks Canada frequencies (Channels to be verified upon award). It is the responsibility of the Contractor to obtain permission for other agency frequencies e.g. RCMP. The Park Canada frequencies must be the priority and must be monitored continuously during the contract period.

3.2.2 Transportation

The Contractor must supply a vehicle to patrol the park which must be clearly marked as a security vehicle.

3.2.3 Uniform

When on the work site, all employees performing work under this contract must be appropriately clothed and groomed and wearing identifier clothing and identifier badges, and carrying individual identity cards.

3.2.4 Keys and Securities

The Contractor is to be issued with two sets of Riding Mountain National Park keys upon commencement of employment by the PCA Project Authority. These keys must be signed for and held in the member's file. Their keys must be returned upon completion of each year's contract period or upon demand of the PCA Project Authority. Keys must be safeguarded at all times, must not be duplicated, and any loss or theft must be immediately reported to the PCA Project Authority.

3.2.5 Location of Post / Work station

All employees performing work under this contract must share a workstation at the Wasagaming Campground Kiosk. The Contractor will have access to Parks Canada internet for downloading/uploading reports and administrative support will be made available in the Park Administration Building.

3.3 Duties to be Performed

- The Contractor must supply security, patrolling, and administrative compliance services in Wasagaming Campground, Clear Lake Campground, and within and around the Wasagaming Townsite, in Riding Mountain National Park of Canada.
Patrols may be carried out on foot, on bicycle, or in an automobile clearly marked as a security vehicle.
 - Ensuring personal safety first, the Contractor must seek to address compliance and safety issues where appropriate and to record and report where inappropriate to address (to be outlined in training).
 - The primary functions of the patrols are to observe and as ambassadors redirect inappropriate visitor activities relating to public peace, public safety, resource conservation and administrative compliance. The Contractor will, where appropriate, provide park users with information and education services. The Contractor will report non-compliance to the appropriate authority.
 - The secondary function of the patrols is to report:
 - 1) signs of illegal entry, theft, vandalism or fire
 - 2) hazardous situation
 - 3) alarms, unsecured facilities and resources
 - 4) resource management issues
-

5) maintenance or service deficiencies

- Lost and found items must be turned over to Park Administration Reception as soon as practicable.
- Resolve visitor concerns where appropriate; direct visitor complaints to Parks Canada and/or offer a comment card when appropriate.
- During security shifts the security duties and activities are the number one priority and take precedence over other duties except emergencies. As time permits, The Contractor must carry out compliance duties such as Issuing *Failure to Display Park Entry Pass*.

3.4 Security Duties

3.4.1 Wasagaming Campground Patrols

The Contractor must obtain information from Wasagaming Campground staff and the Warden Service at the start of the security shift in support of campground patrols. During campground patrols the Contractor must direct campers without a permit to the Wasagaming Campground Kiosk for service or vacant sites, or to alternate campgrounds. The Contractor must address Bare Campsite issues with campers and report wildlife in the campground to Parks Canada Dispatch. The Contractor must also secure wildlife attractants and bring to a safe location as required, and must leave the occupants a note as to where they can retrieve these items. Upon retrieval the Contractor must explain the Bare Campsite program. Repeat offenders must be documented for follow-up by Park Staff and/or Law Enforcement.

- The Contractor must patrol the Wasagaming Campground, Clear Lake Campground, and within and around the Wasagaming Townsite. The Contractor must provide security services from 1700 hours to 0800 hours.
 - Services are required as follows
 - a. Weekends starting May Long Weekend until the end of June
 - b. Nightly starting the Thursday (or equivalent) before start of the Canada Day Long weekend until the end of the September Long Weekend.
- During campground patrols the Contractor must address activities contravening campground policy or notify the Parks Canada Dispatch when appropriate. Such as but not limited to:
 - 1) Camping without a permit (in the campground, parking lot and on the beach);
 - 2) Not following Bare Campsite Policy;
 - 3) Not adhering to *Quiet Hours*;
 - 4) Not adhering to fire bans or approved fire hours
 - 5) Not adhering to liquor/cannabis bans or restrictions.
- The Contractor must file a report of occurrences at the end of each shift and submit them to the Parks Canada Project Authority daily.

3.4.2 Gates, Buildings, Townsite, Clear Lake Campground, Day Use and areas

The Contractor must patrol and, if required, lock for the evening:

- South Entrance Gate
 - Wasagaming Townsite and Cottage Area
 - Esso Washroom (lock)
 - Visitor Centre
 - Beach Bath House (lock)
 - Pier and Marina
 - Boat Cove (AIS Station)
 - Deep Bay Day Use (Artist Residence)
-

- Wishing Well and East End AIS Station
- Clear Lake Campground
- Tennis Courts (building) and Playground

3.5 Compilation and Reporting

- The Contractor must address issues and concerns on an on-going basis with the Visitor Services Coordinator (the day after for any major issues).
- Compile and submit to the relevant recipients (list will be provided) electronically:
 - A Daily report on all activities from the previous night
 - An *End of Season Report* within one month of completion of the field work. Report must include but not be limited to observations and recommendations related to staffing, training, scheduling, process and policy, duties and equipment.

3.6 Prevention Duties and Reporting Protocols

- Always assess and evaluate the situation prior to engaging in prevention. Follow prevention training protocols and procedures

3.7 Assistance to Warden Service/RCMP

- **Public drinking and intoxication** – notify Park Wardens, Park Dispatch or RCMP regarding intoxication or groups drinking within the park.
 - **Drinking and driving**- notify Park Wardens or RCMP
 - **Park Regulations (minor offences)** – inform and educate the public then observe, record and report to Park Dispatch or Park Warden. Otherwise report violations directly to Park Dispatch or Park Warden. If in doubt, seek advice from Park Wardens prior to engaging in prevention.
 - Park Regulations (major offences e.g. poaching, wildlife harassment, removal of natural or cultural objects) – observe, record and report to Park Dispatch or Park Warden.
 - **Vehicle/property vandalism/theft** – contact the Park Wardens, Park Dispatch or RCMP regarding vandalism and theft. Write Incident/Occurrence report and forward to the RCMP and Park Wardens.
 - **Traffic Accidents** – notify Park Dispatch, Park Wardens or Resource Conservation by VHF Radio and/or call 911 and assist as directed by Parks Canada staff or emergency responders.
 - **Wildlife incidents** – notify Park Dispatch or Resource Conservation regarding bear incidents reported from public, document bear sightings on *Wildlife Observation Form* as provided by Parks Canada staff and submit to Resource Conservation.
 - **Wildlife remains** – notify Resource Conservation of remains.
 - **Parking Lot Closures** – assist RCMP/Parks Canada staff with vehicle congestion due to parking lot closures.
 - **Missing Persons/Emergency Notifications** – assist Parks Canada staff in finding persons for emergency notifications. In a missing person's case, keep the reporting party with you at all
-

times. Inform 911, Park Dispatch, and Resource Conservation immediately regarding a missing person.

- **Park Employee Assistance (informs and reports)**
- **Trail/facility damages** – witnessed or reported damages to park facilities or trails are to be reported to Visitor Services Coordinator. If the Visitor Services Coordinator is unavailable contact the Maintenance staff.
- **Washroom malfunctions** – report to Maintenance or Janitors, put sign on door or lock if possible.

3.8 Emergency Alert Procedure

1. Call the Park Dispatch, Resource Conservation or Emergency Services. REPORT any incident/occurrences requiring emergency action.
2. Upon arrival of the Park Warden or Emergency Service wait for further directions.
3. Complete an Incident Report and forward a copy to the Park Warden Supervisor and Visitor Services Coordinator.

3.9 Fire

1. Report the incident immediately to the Park Dispatch, Resource Conservation, the Asset Manager and/or 911.
2. Complete an *Incident Report* and forward a copy to Visitor Services Coordinator and Resource Conservation if natural resource related or the Asset Manager if asset related.

3.10 First Aid

1. Report ALL situations that required first aid treatment to Visitor Safety staff.
2. Complete an *Incident Report* and forward a copy to the Visitor Services Coordinator and Visitor Safety Lead.

3.11 Toxic Spills

1. Contact Park Dispatch and/or 911 as the first priority, then contact the Asset Manager and Resource Conservation. Secure the area.
2. Complete an Incident Report and forward copy to Visitor Experience, Resource Conservation and Assets Managers.

3.12 Visitor Warning Evacuation Site Security

1. Contact Park Dispatch, Visitor Safety and/or 911 and keep the Incident Command Manager informed as to your actions and progress.
2. Complete an Incident Report and forward a copy to the Visitor Experience and Resource Conservation Managers.

4.0 PARKS CANADA'S RESPONSIBILITIES

Parks Canada is responsible for the following:

- Providing training. An initial orientation session for the Contractor addressing orientation to Riding Mountain National Park, the site, facilities and procedures including nature of regulations and management direction that govern user activities in the park, and protocols for requesting voluntary compliance with, and for reporting of, non-compliance to appropriate authority.
- Providing keys and codes to facility and gates as required
- Providing a work station at the Wasagaming Campground Kiosk. This work station will include access to a phone line and internet for downloading / uploading of reports and data.
- Providing radio(s) and Parks Canada radio frequency for the purpose of this contract.

Parks Canada is not responsible for the following:

- Parks Canada is not responsible for damage to or loss of any of the Contractor's supplies, materials or equipment or to the Contractor's employee's personal belongings brought to the Park.
- Providing permission for other agency frequencies e.g. RCMP.

5.0 DEFINITIONS

Prevention: proactive and reactive actions taken by appropriately trained Parks Canada Agency employees and partners to prevent negative incidents before they occur or to address them in a non-enforcement manner in their early stages, ensuring that Parks Canada Agency heritage places are enjoyed in ways that leave them unimpaired for present and future generations and ensuring, to the extent that is reasonably practicable, that every Parks Canada Agency visitor has a peaceful and enjoyable visit without being disturbed by others or causing a disturbance to others.

Patrol: means traveling on lands, for the purpose of maintaining watch in order to accomplish a specific objective such as natural and cultural management and protection, or the safety and security of facilities and park users

Public Peace: means compliance related to maintaining social harmony and is referenced in federal (including portions of the *Canada National Parks Act*) and provincial /territorial legislation intended to control anti-social behavior and uphold the law of the land. (e.g. Illegal drinking, speeding or moving violations, assaults, trespass, drugs, noise, rowdyism, etc.)

Resource Management: means compliance aimed at protecting natural and cultural resources from the impacts of human use or activities. (e.g. Illegal collecting of natural or cultural objects, harassing wildlife, illegal camping or camping off designated sites, dogs off leash, area closures, bare campsite program in Wasagaming Campground, littering, pollution, poaching, cutting or damaging vegetation, etc.)

Administrative Compliance: means compliance with administrative rules (e.g. checking for camping permits, park use passes, illegal overnight parking in day use areas, etc.)

Day-use Area: means areas open to all public (visitors).

Protective Equipment: means equipment, clothing, materials or supplies issued on a general or restricted basis for the purposes of promoting staff safety while conducting compliance and patrol activities related to this proposal.

Appendix “A” – Sample Schedule for 2019

Dates	Details	Number of Days	Early Shift Officers	Late Shift Officers ***	Kiosk Shift Officers (23:00 – 07:00)	Officers Required
May TBD	Training	1	8			8
May 18-20	Long Weekend	3	4	4	1	27
May 24-25	Regular Weekend	2	2	2	1	10
May 31-June 1	Regular Weekend	2	2	2	1	10
Jun 7-8	Regular Weekend	2	2	2	1	10
Jun 14-15	Regular Weekend	2	2	2	1	10
Jun 21-22	Regular Weekend	2	2	2	1	10
Jun-27	Weekday	1	2	2	1	5
Jun 28 - Jun 30	Long Weekend	3	4	4	1	27
Jul 1-4	Weekdays	4	2	2	1	20
Jul 5-6	Regular Weekend	2	2	2	1	10
Jul 7-11	Weekdays	5	2	2	1	25
Jul 12-13	Regular Weekend	2	2	2	1	10
Jul 14-18	Weekdays	5	2	2	1	25
Jul 19-20	Regular Weekend	2	2	2	1	10
Jul 21-25	Weekdays	5	2	2	1	25
Jul 26-27	Regular Weekend	2	2	2	1	10
Jul 28 - Aug 1	Weekdays	5	2	2	1	25
Aug 2-4	Long Weekend	3	4	4	1	27
Aug 5-8	Weekdays	4	2	2	1	20
Aug 9-10	Regular Weekend	2	2	2	1	10
Aug 11-15	Weekdays	5	2	2	1	25
Aug 16-17	Regular Weekend	2	2	2	1	10
Aug 18-22	Weekdays	5	2	2	1	25
Aug 23-24	Regular Weekend	2	2	2	1	10
Aug 25-29	Weekdays	5	2	2	1	25
Aug 30- Sep 1	Long Weekend	3	4	4	1	27
Total Estimated Officers Required						456
Total Estimated Hours (Total Officers x 8 hour shifts)						3648

***For Late Shifts – anytime value exceeds “2 officers” some of these late shifts may be considered as a mid-shift (exact hour schedule to be determined by RMNP and the Contractor)

ANNEX "B" - BASIS OF PAYMENT

Financial Bid Submission Requirements

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (c) All prices are in Canadian dollars, FOB destination
- (d) Customs duties are included and Applicable Taxes are extra.
- (e) Total Combined Evaluated Estimated Bid Price Calculation:

For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Table A, Table B and Table C.

1. Firm Unit Price(s) – Contract – May 16, 2019 to April 15, 2020

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Note: Estimated values do not guarantee any commitment of Work by PCA.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.1	Security services as described in Annex "A" – Statement of Work	Per hour	3648	\$	\$
A	Combined Estimated Total Firm Unit Price(s) (excluding applicable tax)				\$

2. Firm Unit Price(s) – Option Year One (1) – April 16, 2020 to April 15, 2021

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Note: Estimated values do not guarantee any commitment of Work by PCA.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.1	Security services as described in Annex "A" – Statement of Work	Per hour	3928	\$	\$
B	Combined Estimated Total Firm Unit Price(s) (excluding applicable tax)				\$

3. Firm Unit Price(s) – Option Year Two (2) – April 16, 2021 to September 30, 2021

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Note: Estimated values do not guarantee any commitment of Work by PCA.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.1	Security services as described in Annex "A" – Statement of Work	Per hour	3808	\$	\$
C	Combined Estimated Total Firm Unit Price(s) (excluding applicable tax)				\$

4. Estimated Total Combined Evaluated Bid Price

The total evaluated price is the sum of Tables A through C.

ESTIMATED TOTAL COMBINED <u>EVALUATED</u> BID PRICE (A + B + C) (excluding applicable tax)	\$
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Notes:

- (a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (b) Additional payment terms and conditions will not apply to the contract; and
- (c) Customs duties are included and Applicable Taxes are extra.

Solicitation No. - N° de l'invitation
5P420-18-0523/A

Amd. No. - N° de la modif.
00

Contracting Authority - Autorité contractante
Kirsten Sage

Client Ref. No. - N° de réf. du client
n/a

Title - Sujet
Security Services – Riding Mountain National Park

ANNEX “C” - ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed
--

Solicitation No. - N° de l'invitation
5P420-18-0523/A

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n/a

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Security Services – Riding Mountain National Park

Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, _____ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name

Signature

Date

ANNEX “D” – CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

PART A CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For successful Contractor only - If an IBP guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the IBP portion of their bid. The following table format must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor at the end of contract / prior to final payment.
2. The contractor must indicate if any objectives were not met *and* identify why not.
3. Information provided may be subject to verification.
4. The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractors met its' IBP guarantee and as follows:
 - 4.1 The Contractor must provide a detailed report along with its monthly invoice detailing the benefits accomplished to date. The Contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.
 - 4.2 The Contractor must provide a detailed report on the Indigenous Benefits accomplished throughout the project. This report must be provided to the Contracting Officer within 1 month of the completion of the work.
5. Failure to comply with the request to submit the certification and report within 1 month of contract completion, may result in the full penalty identified in Part D.

Example Table Format:

1. Achievement of Human Resources Plan		
Current % of onsite Indigenous Labour = _____ %		
Name & Position Title	Onsite Indigenous Employee Hours	Total Employee Hours
2. Achievement of Skills Development Plan		
Name & Position Title	Type of Training	Indigenous Training Hours
3. Achievement of Other Measures		
Description and Value of Proposed Measure(s)		

CONTRACTOR CERTIFICATION

INDIGENOUS BENEFIT PLAN ACHIEVEMENT CERTIFICATION:		
PRINT NAME	SIGNATURE	DATE
The Contractor certifies the information contained in the ACHIEVEMENT TABLE is accurate and complete.		

PART B INDIGENOUS BENEFITS PLAN PENALTY CONDITIONS

1. Under the provisions of the proposed contract, where the contractor meets the IBP guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor fails to fulfill their guarantee of the Indigenous Benefits Plan, an amount of up to the assessed value of the guarantee may be deducted from the hold back provisions or final payment.
3. The penalty amounts will be determined based on the difference between the assessed value of the guarantee and the value of fulfilled portion of the guarantee.
4. For the purposes of the penalty calculation in situations where a guarantee is a percentage of the Contract Value, the "Contract Value" is calculated as the final contract value including all amendments to the original award amount unless identified as being excluded from the IBP calculation at the time of change order or amendment negotiation.
5. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
7. Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be clearly demonstrated that significant efforts were made to meet the IBP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

ANNEX “E”- INDIGENOUS BENEFITS PACKAGE (IBP)

PART A INFORMATION

1. Preamble

As a requirement of this contract, the Contractor should ensure provision of specific and agreed upon benefits for Indigenous People and Indigenous Firms in the Area of the Contract.

The Area of Contract is defined by First Nations identified in the Riding Mountain Forum Agreement dated March 20, 2006. Riding Mountain National Park of Canada is a part of the traditional territory of The Coalition communities in the proximity of the park. The Coalition of First Nations with Interests in Riding Mountain National Park of Canada, as represented by Ebb and Flow First Nation, Gambler First Nation, Keeseekoowenin First Nation, Rolling River First Nation, Sandy Bay First Nation, Tootinaowaziibeeng Treaty Reserve, Waywayseecappo First Nation and such other First Nations who from time to time might adhere to this Agreement, and herein after referred to as The Coalition.

2. Indigenous Benefits Plan

The Contractor should submit the Indigenous Benefits Plan for Canada’s approval with their tender package as outlined in **Part 3 – BID PREPARATION INSTRUCTIONS**.

2.1 Requirements for Bidders

In order to receive points for any Indigenous Benefits Plan provided, the Bidder’s proposal must include a clear description of the minimum amount of Indigenous Benefits guaranteed during Contract Period of the project and must describe how the Bidder will address the contractual requirements of this procurement for the inclusion of Indigenous labour, Indigenous training and the sub-contracting of Indigenous Firms in the area of this contract.

Sufficient detail must be included in the Indigenous Benefits Plan to allow Canada to assess the value and quality of the proposed Indigenous Benefits as well as the probability of the Bidder meeting each of the outlined objectives.

3. Reporting Requirements

3.1 Indigenous Benefit Plan Submission

The Contractor should provide an Indigenous Benefits Plan. The plan will provide detail on sub-contracting, skills development, and employment activities. The plan must provide details on how each transaction will be carried out, the proposed objectives and schedule, required resources, any dependencies, and what benefits (employment, skills development, or other) will be provided.

The Project Authority will provide comments, or approval within 10 calendar days after Contract Award. The Contractor must revise and resubmit the Update within 1 week of receipt of comments.

3.2 Indigenous Benefits Plan Monthly Report

The Contractor must provide a detailed report along with its monthly invoice detailing the benefits accomplished to date. The contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.

Solicitation No. - N° de l'invitation
5P420-18-0523/A

Amd. No. - N° de la modif.
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Contracting Authority - Autorité contractante
Kirsten Sage

Client Ref. No. - N° de réf. du client
n/a

Title - Sujet
Security Services – Riding Mountain National Park

3.3 Indigenous Benefits Plan Final Report

The Contractor must provide a detailed report on the Indigenous Benefits accomplished throughout the project. This report must be provided to the Contracting Officer within 1 month of the completion of the work.

PART B EVALUATION CRITERIA

1. Evaluation & Assessment of IBP

A total of up to 100 points will be awarded for the inclusion of an Indigenous Benefits Plan (IBP). This will be worth 7.5% of the total bid evaluation.

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, the bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached Guarantee Table to supplement the IBP submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the IBP guarantee and that untrue statements may result in the tender being declared non-responsive.

Bidders will be held to guarantees/certifications made under their Plan, regardless of the points achieved under the evaluation of the IBP bid criteria.

2. Basis of Selection

The Contractor selection will be based on the highest responsive combined rating of IBP and price. The ratio will be **7.5%** for the IBP and **92.5%** for the price.

$$\text{IBP Score} = \frac{\text{Bidder' Points}}{\text{Maximum Points}} \times 7.5\%$$

$$\text{Price Score} = \frac{\text{Lowest Bid}}{\text{Bidder' Price}} \times 92.5\%$$

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

Examples of weighting:

92.5% Price and 7.5% IBP

Bidder	Total Bid Price	\$ Price Calc \$50,000/bidder	Price Score	Price Score out of 92.5%	IBP Score	IBP Score out of 7.5%	TOTAL SCORE
a	\$50,000.00	\$50,000/\$50,000	100.0	92.5	50	3.8	96.3 *
b	\$55,000.00	\$50,000/\$55,000	90.9	84.1	100	7.5	91.6
c	\$54,000.00	\$50,000/\$54,000	92.6	85.6	100	7.5	93.1

* Successful Bidder

3. Evaluation Criteria

IBP will be evaluated against the point rated technical criteria below.

BID CRITERIA <i>Canada reserves the right to confirm validity of all declarations / guarantees.</i>	TOTAL AVAIL. POINTS
<p>1. HUMAN RESOURCES PLAN:</p> <p>Bidders will be evaluated on their firm guarantee to use Indigenous people from the area of the contract in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, value or cost of labour, labour hours and the total project hours that may or will be staffed by onsite Indigenous employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.</p> <p>Points will be assigned as follows:</p> <p>0-100% of total labour hours = 0-30 points. Points will be assigned based on a percentage % of the total Points available:</p> <p style="text-align: center;">___ % x total points available</p> <p>Bidder must demonstrate how they will meet their Labor %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p>	30 Points

2. SKILLS DEVELOPMENT PLAN (TRAINING):

Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training for Indigenous peoples from the area of the contract at no additional cost under this Contract. "Training" is considered delivered when the receiving individuals are registered and acquiring certifiable work skills. This is typically achieved through an independent third party certification process.

Training may include First Aid, WHMIS, Hazmat, ICS, traffic safety or other standards that establish certified skills and training.

Training hours committed must be supported by a list of specific training that will be provided, value of training, number of hours committed and the applicable resulting certification achieved.

To establish the total training score, each responsive bid will be prorated against the bidder proposing the highest number of total training hours, with the proposal committing to the highest number of training hours receiving full points.

	Bidder 1	Bidder 2	Bidder 3
Proposed number of training hours	15 hours	30 hours	60 hours
Calculation of points	15/60 = 25% of total points available	30/60 = 50% of total points available	60/60 = 100% of total points available

35
Points

3. OTHER MEASURES: Bidders will be evaluated on their undertaking of a commitment to offer other opportunities to the local Indigenous Communities. The bidder should describe these opportunities in their IBP. Examples of other measures include the following:

- Community outreach programs to share information and create positive relationships
- Various informational seminars and presentations
- Using Indigenous accommodations
- Providing transportation to/from local communities to job site
- Other educational and training programs for Indigenous People
- Other activities related to, but not specified in, the work to be completed under the Contract

Guarantees must be supported by a description, value and firm commitment of the measures proposed.

Points will be assigned, at Canada's discretion, for each measure committed, based on its achievability and the assessed socio-economic benefit to the Area of the Contract.

35
Points

TOTAL POSSIBLE POINTS

**100
Points**

4. Bidder Guarantee and Certification

- 1. At time of bid submission - The table below may be used by bidders to submit their proposals.
- 2. Information provided may be subject to verification.
- 3. For follow-up purposes, the communities may receive copies of the contractors Indigenous Benefits plan and periodically receive performance monitoring results

Example Table Format:

1. Human Resources Plan		
Guaranteed % of Indigenous Labour = _____ %		
Name & Position Title (Provide name(s) where possible)	Onsite Indigenous Employee Hours	Total Employee Hours
Bidders to include the # of hours to be worked, categories, overall percentage of labor, labour hours and the total project hours		
2. Skills Development Plan		
Name & Position Title (Provide name(s) where possible)	Type of Training	Indigenous Training Hours
Bidders MUST include type of training and hours of training.		
3. Other Measures		
Description and Value of Proposed Measure(s)		

Bidder Certification

The Bidder must submit the following certification if an IBP guarantee is being provided, either at time of bid submission, or prior to contract award.

INDIGENOUS BENEFITS PLAN CERTIFICATION:		
_____	_____	_____
PRINT NAME	SIGNATURE	DATE
The bidder certifies its IBP guarantee for contracting submitted with its bid is accurate and complete. The bidder acknowledges and confirms that any commitments or guarantees in its bid for this contract are covenants under this contract.		

ANNEX “F”- INTEGRITY PROVISIONS – LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the bidder or offeror’s organizational structure:

Instructions

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners’ names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Organizational Structure:	<input type="checkbox"/> Corporate Entity
	<input type="checkbox"/> Privately Owned Corporation
	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Partnership

List of Names *(see instructions above)*

Name	Title

Solicitation No. - N° de l'invitation
5P420-18-0523/A

Amd. No. - N° de la modif.
00

Contracting Authority - Autorité contractante
Kirsten Sage

Client Ref. No. - N° de réf. du client
n/a

Title - Sujet
Security Services – Riding Mountain National Park

Declaration

I, (name) _____, (position) _____

_____, of (supplier's name) _____

_____, declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature

Please include with your bid or offer.