



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

By mail only

Parks Canada Agency Bid Receiving Unit
National Contracting Services
111 Water Street East
Cornwall ON K6H 6S2

Title - Sujet : Snow Clearing and Sanding of the Promenade des Gouverneurs, Québec Quebec	
Solicitation No. - N° de l'invitation : 5P300-19-0168-A.	Date : July 10, 2019
Client Reference No. - N° de référence du client : 10190574	
GETS Reference No. N° de référence du SEAG : To be confirmed	

Solicitation Closes - L'invitation prend fin : At - à : 2 :00 p.m. On - le : August 27, 2019	Time Zone - Fuseau horaire EDT
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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 travaux de construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Issuing Office - Bureau de distribution :

Parks Canada Agency
National Contracting Services
111 Water Street East
Cornwall ON K6H 6S2

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 demande de renseignements à : Céline Morin		
Telephone No. - N° de téléphone : 613-938-5940	Fax No. -N° de télécopieur : N/A	Email Address – Courriel : Celine.morin@canada.ca
Destination of Goods, Services, and Construction - Destination des biens, services et travaux de construction : Parks Canada Forts-de-Lévis National Historic Sites 41, chemin du Gouvernement Lévis QC G6V 7B1		

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

Vendor/ Firm Name - Nom du fournisseur/de l'entrepreneur :	
Address - Adresse :	
Telephone No. - N° de téléphone :	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 :

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Snow Clearing of the Promenade des Gouverneurs, Québec Quebec

IMPORTANT NOTICE TO BIDDERS

Direct Deposit

The Government of Canada has replaced cheques with direct deposit payment(s), an electronic transfer of funds deposited directly into a bank account. New vendors who are awarded a contract will be required to complete a Direct Deposit enrolment form in order to register their direct deposit information with Parks Canada to receive payment.

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

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

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PART 1 – GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the bid solicitation.

1.2 Statement of Work

The Work involves snow removal and sanding of the promenade des Gouverneurs, in Québec QC.

The Work to be performed is detailed in clause 6.2 Statement of Work 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 promenade des Gouverneurs on July 23, 2019. The site visit will begin at 10 a.m. (EDT) at the Governor kiosk located at the top of the promenade on Cap-Diamant Avenue on the Plains of Abraham in Québec QC.

Bidders are requested to communicate with the Contracting Authority no later than July 19, 2019 at 2:00 p.m. EDT 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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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>) 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 (2019-03-04), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Parks Canada Agency 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 by email will not be accepted.

2.3 Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 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.

2.4 Applicable Laws

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

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.

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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: Technical Bid (1 hard copy and 1 soft copy on USB key)

Section II: Financial Bid (1 hard copy and 1 soft copy on USB key)

Section III: Certifications (1 hard copy and 1 soft copy on USB key)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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: Technical Bid

In their technical bid, 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.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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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 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

M1	<p>Bidders must demonstrate in their bid that they have at least three (3) winter seasons of experience in work of similar scope and complexity (see paragraph 1.2 of the Statement of Work), acquired in the last 10 years.</p> <p>To demonstrate this, they must provide the following information in their bid:</p> <ul style="list-style-type: none">1. the client or clients contact information, including an email address;2. a brief description of the work;3. the number of linear kilometres to be plowed or sanded;4. the length of the contract (start and end dates). <p>The client references could be contacted to confirm the information provided.</p>
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4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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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. Unless specified otherwise, 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 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 at Annex E to Part 5 of the Bid Solicitation before contract award.

5.2.2 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.

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The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](#), must submit a list of names prior to award of a contract. Bidders must provide the information requested at Annex F to Part 5 of the Bid Solicitation.

5.2.3 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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

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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

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Work involves snow removal and sanding of the promenade des Gouverneurs, in Québec QC.

The Work to be performed is detailed in Annex A – Statement of Work.

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 date of award to April 15, 2022 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 periods 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days 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.

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6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Céline Morin
Advisor, Contracting and Procurement
National Contracting Services

111 Water Street East
Cornwall ON K6H 6S2
Telephone: 613-938-5940
Email: celine.morin@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 provided 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 / ZIP Code:

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Telephone:	Facsimile:
Email Address:	
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:	

6.6 Proactive Disclosure of Contracts with Former Public Servants

(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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices as specified in Annex "B" for a cost of _____ (*price will be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 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

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.

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2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Parks Canada
2, rue d'Auteuil
Québec QC G1R 5C2

The invoice must be submitted at the beginning of each month, from December 1st to April 1st. The last invoice must be submitted at the end of the contract, i.e. April 15th. Every payment shall represent one-sixth of the price covering the year in question.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 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, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) the Contractor's bid dated ***** to be inserted at contract award *****.

6.12 SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

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6.13 Insurance- Specific Requirements

The Contractor must comply with the insurance requirements specified in **Annex C**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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.

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ANNEX A

STATEMENT OF WORK PARKS CANADA AGENCY QUEBEC FIELD UNIT



SNOW CLEARING AND SANDING OF THE PROMENADE DES GOUVERNEURS QUÉBEC, QUÉBEC

Solicitation No. - N° de l'invitation :
5P300-19-0168-A

Amd. No. - N° de la modif. : 00
Contracting Authority - Autorité contractante :
Insert name

Client Ref. No. - N° de réf. du client :
10190574

Title – Titre :
Snow Clearing of the Promenade des Gouverneurs, Québec Québec

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1.1 Use of Terms

In this specification "Agency" means the Parks Canada Agency, Québec Field Unit.

"Project authority" means the Assets Manager or his authorized representatives.

"Contractor" means the company chosen to accomplish in its entirety all the work described in this document according to the standards, specifications and drawings provided for this purpose.

1.2 Description of the Work

The work involves snow removal and sanding of the Promenade des Gouverneurs from **November 15 to April 15th of each year covered by the contract.** The Promenade must be cleared of snow over its entire length, i.e. from the kiosk of the Promenade des Gouverneurs up to Dufferin Terrace, including several flights of stairs consisting of approximately 325 steps. These two locations are indicated by markers 0 and 109 in figure 1.

Snow removal will be done with care so that surfaces and entries are clear at all times in order to make movement around the site safe and provide access to the buildings in the event of an emergency. In order to protect the stairs, they must be protected and cleared of snow manually.

1.3 Examination of Work Site

The Contractor must have thorough knowledge of the area and facilities. It is their responsibility to obtain all of the information required to assess and execute the work.

Moreover, the Contractor is expected to inspect the site of the work, to carefully review the contract documents and to ask for clarification as needed.

1.4 Inspection

An inspection will be carried out regularly by a representative of the Agency who will determine whether the work is satisfactory or not. The Contractor will proceed diligently with the snow removal and sanding which will be done to the satisfaction of the Agency.

1.5 Supplies

The Contractor will provide the materials, equipment and tools necessary to perform the work.

1.6 Safety Measures

All the safety measures for the protection of personnel, equipment and for fire prevention recommended by national and provincial codes or prescribed by the competent authorities will be consistently observed.

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1.7 Use of the Premises

The authorized parking area is identified in the location plan of Appendix I. This parking area is located right next to the Château Frontenac on the Parks Canada grounds. **No vehicle is allowed on Dufferin Terrace.**

The vehicle access road to the kiosk is identified in Appendix I. This access road is not plowed in the winter, therefore, after the first snowfall, the kiosk is no longer accessible by vehicle. All the material that is stored in the kiosk during the winter must be taken there before the first snowfall. Parking in the Plains of Abraham Museum parking lot is not permitted unless arrangements are made directly with the National Battlefields Commission.

1.8 Responsibilities

1.81 The Contractor must assume full responsibility for the assignment and coordination of the tasks of his workforce and the equipment necessary for the proper execution of the work. The Agency cannot be held responsible for any damage caused to the Contractor's equipment or material or for any injury suffered by his personnel.

1.8.2 The Contractor must keep the entrances and access roads free at all times so that access to the buildings is not impeded. The Parks Canada Agency will allow the storage of snow shovels, bags of sand as well as a snow blower in the kiosk. However, no fuel storage will be allowed.

1.8.3 The Contractor will be allowed to leave containers or other equipment storage facilities on the terrace. The quantity, type, and location of these facilities must be approved by a representative of the Agency. The Contractor is solely responsible for these storage facilities and the Agency is not responsible from any breakage or theft of the storage facilities or their content.

1.8.4 The Contractor will be required to avoid disposing of any debris or waste in the natural surroundings. The Contractor must remove his debris and waste from the site.

1.8.5 The Contractor will be held fully responsible for any damage to or breakage of the Agency's property while the work is being done whether it is caused by his personnel, equipment or others with regard to the buildings and the land.

2.1 Location

2.1.1 The area to be covered extends from the kiosk (marker 0) to the exit (marker 109) on Dufferin Terrace as specified in figure 1 of Appendix I.

2.1.2 The area around the kiosk, (marker 0) located at the end of the promenade must be included as well as a section of the stairs as described in figure 2.

2.1.3 The Contractor must at all times keep the access hatch leading to the electric room clear and snow-free in order not to impede access in an emergency of any kind (between the markers Nos. 60 and 70 of figure 1 in Appendix I).

2.2 Snow Removal

The Contractor must remove the snow on the entire surface of the bridging of the Promenade des Gouverneurs, as described above. They must remove the snow on the stairs manually to avoid damaging them with equipment.

2.3 Sanding

The Contractor will sand the traffic areas. He must spread sand or grit on every slippery surface, i.e. **on the stairs and on the flat portions of the terrace**. This must be done as often as necessary or at the request of the Parks Canada Agency representative.

Note: The use of de-icing salt is prohibited on the entire site covered by this specification.

2.4 Scope of Work

2.4.1 The Contractor must ensure that the Promenade des Gouverneurs is at all times free of snow, accessible and when needed, sanded. Special attention must be paid to the stairs in order to avoid safety risks. **Snow accumulation on the stairs will not be tolerated.**

2.4.2 The Contractor must perform snow removal to the satisfaction of Parks Canada as soon as a snowfall ends or the next day if the snowfall ends in the evening or during the night. In the event of snow removal the day following a snowfall, the Contractor must have completed the work before 10:00 o'clock in the morning. It will be the Contractor's responsibility to clear the layer of snow that may have been compacted by users without additional cost. The Contractor must also clear the snow accumulation caused by the wind blowing on the promenade or around the kiosk of the promenade.

2.4.3 In cases where exceptional weather conditions do not allow the work to be accomplished in the allotted time, the Agency may, at its sole discretion, allow a temporary closure of the promenade.

2.4.4 The Contractor must be careful to avoid damaging the plants, shrubs and fences with snow.

2.5 Cleaning

At the end of each contractual year, on April 15, the Contractor must have cleaned the Promenade des Gouverneurs surface to remove all accumulations of sand or other deposits. He must also have removed containers or other equipment storage facilities on the terrace as described above and took out all equipment stored in the Kiosk.

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ANNEX B

BASIS OF PAYMENT

SNOW CLEARING AND SANDING OF THE PROMENADE DES GOUVERNEURS

1. Bidders must submit their prices based on the requirements in Annex A – Statement of Work.
2. All of the amounts provided in the basis of payment must be exclusive of taxes. The amounts bid are all-inclusive and must include, but not be limited to, the specialized labour, equipment, permits, transportation costs and time, administration fees, the cost of liability insurance and any other expenses relating to the execution of this contract.

<u>SNOW CLEARING AND SANDING OF THE PROMENADE DES GOUVERNEURS</u>		<u>PRICE (ALL-INCLUSIVE)</u>
1.	YEAR 1 – from November 15, 2019 to November 14, 2020 WORK PERIOD from November 15, 2019 to April 15, 2020	\$ _____
2.	YEAR 2 – from November 15, 2020 to November 14, 2021 WORK PERIOD from November 15, 2020 to April 15, 2021	\$ _____
3.	YEAR 3 – from November 15, 2021 to November 14, 2022 WORK PERIOD from Nov. 15, 2021 to April 15, 2022	\$ _____
	SUB-TOTAL 1 - Years 1, 2 and 3 (before applicable taxes)	\$ _____
4.	OPTION YEAR 1 – from November 15, 2022 to November 14, 2023 WORK PERIOD from Nov. 15, 2022 to April 15, 2023)	\$ _____
5.	OPTION YEAR 2 – from April 16, 2023 to April 15, 2024 WORK PERIOD from Nov. 15, 2023 to April 15, 2024)	\$ _____
	SUB-TOTAL 2 - Option Years 1 and 2 (before applicable taxes)	\$ _____
	GRAND TOTAL OF BID (SUB-TOTAL 1 + SUB-TOTAL 2) (before applicable taxes)	\$ _____

NAME OF COMPANY

REPRESENTATIVE

Date

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ANNEX C

INSURANCE REQUIREMENTS

Commercial General Liability Insurance (G2001C) 2018-06-21

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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ANNEX D

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

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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

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ANNEX E to PART 5 OF THE BID SOLICITATION

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.

Definitions

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 ()
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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](#).

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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.

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ANNEX F to PART 5 OF THE BID SOLICITATION

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:

- 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.

Supplier Information

Supplier's Legal Name:		
Organizational Structure: () Corporate Entity () Privately Owned Corporation () Sole Proprietor () Partnership		
Supplier's Legal Address:		
City:	Province / Territory:	Postal Code / ZIP Code:
Supplier's Procurement Business Number (optional):		

List of Names

Name	Title

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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

Date

Please include with your bid or offer.