

# 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

C/O Céline Morin Please indicate the Solicitation No. on your proposal.

# **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

# Canada



Title - Sujet : Snow Clearing and Sanding, St-Jean-des-Piles Sector, St-Mathieu-du- Parc, La Mauricie National Park, Quebec			
Solicitation No N° de l'invitation :Date :5P300-19-0246-A.September 25, 2019			
Client Reference No. 10190941	- N° de référence	du c	client :
GETS Reference No. To be confirmed	N° de référence	du S	SEAG :
prend fin : At - à : 2 :00 p.m.	-		horaire
F.O.B F.A.B. : Plant - Usine : □ I	Destination : 🛛	Oth	ner - Autre : 🗆
Address Enquiries to à : Céline Morin	- Adresser toute	s de	mande de renseignements
<b>Telephone No</b> <b>N° de téléphone :</b> 613-938-5940	<b>Fax NoN° de télécopieur :</b> 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 Saint-Jean-des-Piles Sector St-Mathieu-du-Parc QC G0X 1N0			
TO BE COMPLETED SOUMISSIONNAIRE	BY THE BIDDER	- À R	EMPLIR PAR LE
Vendor/ Firm Name - Nom du fournisseur/de l'entrepreneur :			
Address - Adresse :			
Telephone No N° de téléphone : Fax No N° de télécopieur :			< 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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Title – Titre : Snow Clearing of Saint-Jean-des-Piles Sector, La Maurice National Park, 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: <u>http://www.directdeposit.gc.ca</u>

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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 Saint-Jean-des-Piles Sector, La Mauricie National Park, St-Mathieu-du-Parc 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 <u>St-Jean-des-Piles welcome site on the National Park Road</u> on October 18, 2019. The site visit will begin at 10:00 a.m. (EDT) at that location.

Bidders are requested to communicate with the Contracting Authority no later than October 17, 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (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.

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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 <u>Policy on Green</u> <u>Procurement</u> (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	Bidders must demonstrate in their bid that they have at least <b>two (2) winter seasons</b> of experience (ex. Nov – Apr) in similar snow removal and sanding work under contracts with the federal, provincial or municipal government. This experience must have been acquired in the last five (5) years.
	<ul> <li>To demonstrate this, they must provide the following information in their bid:</li> <li>1. the client or clients contact information, including an email address;</li> <li>2. a brief description of the work;</li> <li>3. the length of the contract (start and end dates).</li> </ul>
	The client references could be contacted to confirm the information provided.

# 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.

# 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, <u>if applicable</u>, the declaration form available on the <u>Forms for the Integrity Regime</u> 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 <u>Ineligibility and Suspension Policy</u> (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.

The Bidder, regardless of their status under the <u>Ineligibility and Suspension Policy</u>, 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.

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# 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 Saint-Jean-des-Piles Sector of La Mauricie NP, St-Mathieu-du-Parc Quebec.

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 <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

# 6.3.1 General Conditions

<u>2010C</u> (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 30, 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 four (4) 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: <u>celine.morin@canada.ca</u>

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 <u>Contracting Policy</u> <u>Notice: 2012-2</u> 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 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

# 6.7.3 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows: once a month, at the end of the month from November to April each year of the contract.

# 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.
- 2. Invoices must be distributed as follows:

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

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# 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

# 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 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.

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### 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

# STATEMENT OF WORK

# Snow Removal and Sanding Work St-Jean-des-Piles Sector

Parks Canada Agency La Mauricie and Western Quebec Field Unit

September 2019

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# 1. GENERAL INSTRUCTIONS

# 1.1. INTERPRETATION

- In this statement, the "Agency" is the Parks Canada Agency, La Mauricie and Western Quebec Field Unit.
- In this statement, the "project authority" is the person responsible for technical services at Parks Canada or his/her authorized representative.
- In this statement, the "contractor" is the company selected to complete the work described herein, in accordance with the instructions and specifications provided to that effect.
- The words, expressions and abbreviations with a known technical or professional meaning must be understood as such in this statement.

# 1.2. PLANS

- The surface areas and distances indicated in the enclosed plans are considered approximate. It is the contractor's responsibility to check all relevant information onsite in order to take them into account when executing the work.

# **1.3. WORK SCHEDULE**

- All work or activities indicated in this statement must respect the dates, times or days specified in Section 2. Description of the Work in this document.

# 1.4. STANDARDS AND REGULATIONS

Before undertaking the work, the contractor must, at its own expense and risks, obtain all required permits from the competent authorities in accordance with the applicable laws, regulations and standards. Without limiting the general nature of what is stated above, for a federal building, given that certain permits are not required, the contractor must at all times obtain the written approval of Canada before starting any process to obtain a permit under a provincial or municipal law or regulation. However, such approval is not required if the work is being carried out on a non-federal building.

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# **1.5. USE OF THE SITE BY THE CONTRACTOR**

- The site will remain open during the work. The contractor must coordinate with the Agency's project authority regarding the work zones in order to minimize the impact on site activities.
- Limit use to the sectors determined by the Agency's project authority for the execution of the work and storage.
- Do not unduly accumulate materials making the worksite congested.
- After obtaining the required authorizations, assume the cost of using additional storage or work areas needed in the execution of the work.
- The contractor will comply with all relevant Agency regulations, including, but not limited to, the regulations regarding fire safety, parking and traffic control.
- The contractor must comply with the speed limit at the worksite in order to avoid any accidents with the many users (vehicles, pedestrians, cyclists) who have access to the area.
- The contractor must not operate on the roads and engineering works any loaded vehicles or machinery or tools for which the weight or dimensions exceed the established legal limits, without a written authorization and directives from the Project Authority. Furthermore, no truck loaded beyond the legal limits will be allowed to operate on the roads.

# **1.6. CONTRACTOR RESPONSIBILITIES**

- The Contractor's work supervisor must notify Parks Canada of any accident or incident that has caused damages to the property of Parks Canada or a third party. He/she must also immediately report any injuries caused to a site user.
- If during the operations undertaken by the contractor, Agency property is damaged, the Contractor will assume the cost of repairs.
- At the request of the project authority, the Contractor will remove any supervisor who, in the opinion of the project authority, is incompetent or has behaved improperly and will have him/her replaced by another supervisor.

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# **1.7. RESPECT FOR THE ENVIRONMENT**

- The contractor must respect the requirements pertaining to environmental protection, both in terms of natural resources (flora, vegetation and wildlife) and Agency property (structures or other). Namely, those included in the *Environment Quality Act (CQLR c Q-2)*, the *Act respecting the conservation and development of wildlife (CQLR c C-61.1)*, the *Forest Act (CQLR c F-4.1)* and their applicable regulations.

# 1.8. SAFETY

- The contractor will be responsible for enforcing all requirements pertaining to work safety as they relate to employee clothing, equipment used or recommended work methods.
- The contractor must make sure that the work is compliant with the requirements of the Canada Labour Code and the Commission de la santé et de la sécurité du travail du Québec (CSST).
- The contractor must assume (at its expense) responsibility for the health and safety of the people
  present at the worksite, as well as the protection of the assets located there; it must also assume,
  in the areas contiguous to the worksite, the protection of people and the environment insofar as
  they are impacted by the work.
- The contractor must ensure access to the worksite for Agency personnel, occupants and visitors throughout the duration of the work.
- It must also comply with the Canada Labour Code, Part II <u>https://www.laws-lois.justice.gc.ca/eng/acts/L-2/.</u>

# 1.9. EQUIPMENT AND TOOLS

- Trucks and all machinery must be in good working condition to avoid any oil, grease or fuel leaks. Equipment emitting noise or exhaust fumes that are above the normal range must be repaired or modified in order to make them acceptable.
- At the Agency's request, the contractor must provide proof that the equipment and tools it is proposing to use are sufficient in number, in addition to being adequate, safe and in good condition.

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### **1.10. CLEANING AND FINAL ADJUSTMENTS**

 Once the work has been completed, the contractor must: remove from the site not only all its materials, but also any unused materials, waste, rock, gravel and wood debris, stumps or roots; clean all materials from the site; return all obstructed ditches and waterways to their original state; repair or reconstruct the fencing and any other necessary works that were demolished or damaged. Lastly, the contractor must repair all damages caused to public or private property at the site by the work, to the waterways, storage areas for the materials, the environment and the forested areas.

### 1.11. PERSONNEL

- The employees the contractor will assign to this work must be competent, honest and respectful to park visitors and employees.
- The contractor will assign a supervisor and will provide his/her contact information to the Agency so that he/she can be easily contacted when needed.

### **1.12. SUPPORT PROVIDED BY THE AGENCY**

- At no time will the Agency provide any of the materials or equipment needed for the snow removal and sanding work in the St-Jean-des-Piles Sector.

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# 2. DESCRIPTION OF THE WORK

# 2.1. OBJECTIVE

- Provide snow removal and sanding services on the access roads and parking areas in St-Jean-des-Piles.

# 2.2. SECTOR IN QUESTION

- Access road to Rivière-à-la-pêche
- Rivière-à-la-pêche sector
- St-Jean-des-Piles sector

# 2.3. TIMEFRAMES AND WORK SCHEDULE

- Snow removal and sanding must be completed before 7:00 am.
- From the first to the last snowfall for each year of this contract.

# 2.4. TECHNICAL SPECIFICATIONS

- All the sectors involved in this statement of work are identified in the Appendices.
- The contractor must initiate snow removal once there is a snowfall accumulation of 5 cm.
- The contractor must dump the snow in an area specified by the Agency's project authority. A meeting must be held at the beginning of each season so the project authority can provide instructions.
- The contractor must sand the access road, parking area and area around the service garage. A mix of sand, including a maximum of 5% salt, is acceptable.
- During snow removal operations, if there is a vehicle present, the contractor must return within 24 hours to properly complete snow removal operations in the parking area.

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# 2.4. TECHNICAL SPECIFICATIONS (CONT'D)

### Tasks to be completed:

- 1. Snow removal on the entire paved section of the road, starting at the park boundary and extending to the Rivière-à-la-pêche parking area, a distance of 5.8 km.
- 2. Widening of the road at the Saint-Jean-des-Piles gatehouse (lamp post section).
- 3. Snow removal in the Saint-Jean-des-Piles parking area.
- 4. Snow removal in the parking area at the head of snowshoe trail (Mékinac, 2,200 m<sup>2</sup>). To avoid having snowshoers having to climb a snowbank, an opening must be made in the snowbank at the start of the trail.
- Snow removal on the entire paved and gravelled surface of the Rivière-à-la-Pêche parking area (5,000 m<sup>2</sup> + 3,540 m<sup>2</sup> + 2,400 m<sup>2</sup>).
- 6. Snow removal on the access road at the Rivière-à-la-Pêche pumping station, starting at the Parkway intersection to the emergency exit on the other side of loop E (11,030 m<sup>2</sup>).
- 7. Application of an abrasive and salt (sand and a maximum of 5% salt). Prioritize the turns, hills and parking areas when the rolling surface becomes icy and traffic conditions become difficult.
- 8. The contractor must initiate snow removal operations once there is an accumulation of 5 cm and must complete the snow removal on the road before 7:00 am. Snow removal in the parking areas must be completed no later than the night following the snowfall. The contractor is responsible for monitoring precipitation and accumulations at the site.
- The contractor will take the required measures to minimize the accumulation of snowbanks in front of residential driveways, in front of the access road to the Rivière-à-la-Pêche garage and in front of the reception kiosk.
- 10. The contractor will be required to widen the access roads and parking areas when needed in order to ensure their maximum use.
- 11. During thaws, the contractor will make openings in the snowbanks on the side of roads, in the low points (10), in order to allow for drainage and thereby prevent water accumulation on the road.

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# St-Jean-des-Piles Sector

- 12. The contractor will complete snow removal on the access road and doors (2) at the Saint-Jeandes-Piles pumping station.
- 13. The contractor will complete snow removal on the road leading to the main doors to the Saint-Jean-des-Piles reception centre and will spread sand when the surfaces become icy and slippery. The sand for this task will be provided by the Agency.
- 14. The contractor must maintain access at all times to the two mailboxes on the side of the road.
- 15. The contractor must remove the snow around the green garbage can in front of the Saint-Jeandes-Piles reception centre over a width of 1 metre.
- 16. The contractor will remove snow from around the fire hydrant and the telephone booth located in the parking area of the Saint-Jean-des-Piles reception centre.
- 17. The contractor will remove the snow from the two (2) doors to the Saint-Jean-des-Piles gatehouse and will spread sand when the surfaces become icy and slippery. The sand for this task will be provided by the Agency.
- 18. The contractor will complete snow removal on the access road and doors (2) at the fire station in the parking area of the Saint-Jean-des-Piles reception centre.
- 19. The contractor will remove snow from the access to the dry toilet.
- 20. The contractor will remove snow from the access to the dry toilet in the Mékinac sector.
- 21. The contractor will remove the snow around the green garbage can in the Mékinac sector over a width of 1 metre.

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# Rivière-à-la-pêche Sector

- 22. The contractor will complete snow removal on the main access road, the entrances (4), the emergency exit and its access road, stairs and rear balcony of the service building. The contractor will spread sand when the surfaces become icy and slippery. The sand for this task will be provided by the Agency.
- 23. The contractor must remove the snow around the exterior green garbage can in front of the Rivière-à-la-Pêche building over a width of 1 metre.
- 24. The gas tank, located at the garage in the Rivière-à-la-Pêche sector must be free of snow at all times. The stairs and access points to the tank must be accessible and free of all snow accumulation. The execution of the work must be compliant with standards.
  - > The use of abrasives on the stairs, landing and around the tank is strictly prohibited.
  - A plastic shovel must be used and the contractor must make sure it does not have a metal edge or metallic parts. Only the shaft or handle of the shovel can have metallic components.
  - The contractor must also remove snow from the stairs and landing around the tank as well as the tops of the caps providing access to the holding tank (it being located on the landing as well as the one on the ground, to the right of the tank).
  - The contractor must also remove snow over a width of 3 feet in front of the tank for personnel movement and inspection purposes.
  - The contractor must make sure that access to the tank remains free of snow, i.e. the stairs near the "Gazboy" pumps as well as the road leading to the gas and diesel tanks, as well as an opening towards the road.
- 25. If needed, the contractor will sand the periphery around the Rivière-à-la-pêche garage.
- 26. The contractor will complete snow removal in the parking area of loop F (1,000 m<sup>2</sup>).

# 2.5. PROTECTING THE PUBLIC

- All work must be done in a discrete manner, avoiding inconveniences for the public as much as possible.
- The contract must take into account the number of visitors who may be in the area at any time.
   No claims for payment will be sent to the Agency as a result of frequenting the area.

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# 2.6. MEETINGS

- A start-up meeting will be held, if necessary.
- The contractor must submit the following duly-completed and signed form before undertaking the work: certificate of compliance with occupational health and safety requirements (OHS). This form will be provided by the Parks Canada project authority.

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# 3. <u>APPENDICES</u>

# 3.1. LA MAURICIE NATIONAL PARK LOCATION MAP



# 3.2. LA MAURICIE NATIONAL PARK GENERAL MAP



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# 3.3. LOCATION OF THE SAINT-JEAN-DES-PILES RECEPTION CENTRE



3.4. LOCATION OF THE RIVIÈRE-À-LA-PÊCHE PARKING AREA



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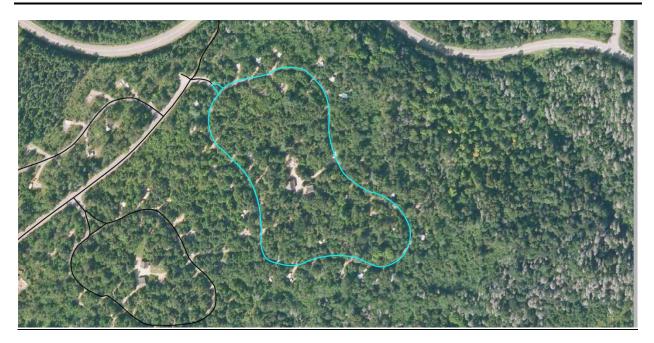
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# 3.5. LOCATION OF THE RIVIÈRE-À-LA-PÊCHE LOOP F



# 3.6. LOCATION OF THE RIVIÈRE-À-LA-PÊCHE LOOP E



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# ANNEX B

# **BASIS OF PAYMENT**

# SNOW CLEARING AND SANDING OF THE SAINT-JEAN-DES-PILES SECTOR LA MAURICIE NATIONAL PARK

- 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>SNO</u>	W CLEARING AND SANDING - SAINT-JEAN-DES-PILES SECTOR	PRICE (ALL-INCLUSIVE)
1.	YEAR 1 – from date of award to April 30, 2020 WORK PERIOD from first snow fall to April 15, 2020	\$
2.	<b>OPTION YEAR 1 – from May 1, 2020 to April 30, 2021</b> WORK PERIOD from November 15, 2020 to April 15, 2021	\$
3.	OPTION YEAR 2 – from May 1, 2021 to April 30, 2022 WORK PERIOD from Nov. 15, 2021 to April 15, 2022	\$
4.	OPTION YEAR 3 – from May 1, 2022 to April 30, 2023 WORK PERIOD from Nov. 15, 2022 to April 15, 2023)	\$
5.	OPTION YEAR 4 – from May 1, 2023 to April 30, 2024 WORK PERIOD from Nov. 15, 2023 to April 15, 2024)	\$
	GRAND TOTAL OF BID (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.
  - I. 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 authority/Contracting Authority		
Prime Contractor		
<b>Subcontractor(s)</b> (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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Solicitation No N° de l'invitation :	<b>Amd. No N° de la modif. :</b>	Contracting Authority - Autorité contractante :
5P300-19-0246-A	00	Céline Morin
Client Ref. No N° de réf. du client :	Title – Titre :	
10190941	Snow Clearing of Saint-Jean-des-Piles Sector, La Mauricie National Park Quebec	

### 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()

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 <u>Ineligibility and Suspension Policy</u> (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:	<ul> <li>( ) Corporate Entity</li> <li>( ) Privately Owned Corporation</li> <li>( ) Sole Proprietor</li> <li>( ) Partnership</li> </ul>			
Supplier's Legal Address:				
	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.