



Time Zone - Fuseau

horaire

**MDT** 

## RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Parks Canada Agency Bid Receiving Unit National Contracting Services Suite 720, 220 – 4<sup>th</sup> Avenue S.E. Calgary, AB T2G 4X3

## REQUEST FOR PROPOSAL

# DEMANDE DE PROPOSITION

**Proposal to: Parks Canada Agency** 

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

Proposition à : l'Agence Parcs Canada

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

#### **Comments - Commentaires:**

Issuing Office - Bureau de distribution :

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

Title - Sujet : Seasonal Staff Accommodations – Jasper National Park				
Solicitation No N° de l'invitation : Date : January 30, 2020				
Client Reference No N° de référence du client : n/a				
GETS Reference No.   N° de référence du SEAG : PW-20-00905340				
•	_			

Solicitation Closes - L'invitation

prend fin:

At - à : 14:00

On - le: March 10, 2020

F.O.B F.A.B. : Plant - Usine : □ I	Destination : ⊠	Other - Autre : □
Address Enquiries to à : Kirsten Sage	- Adresser toutes	demande de renseignements
Telephone No N° de téléphone : 587-436-5795	Fax NoN° de télécopieur : 1-866-246-6893	Email Address – Courriel :  Kirsten.sage@canada.ca

Destination of Goods, Services, and Construction - Destination des biens, services et travaux de construction : See Herein

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

Vendor/ Firm Name - Nom du fournisseur/o	de l'entrepreneur :
Address - Adresse :	
Telephone No N° de téléphone : Fax	( No N° de télécopieur :
Name of person authorized to sign on beha or print) - Nom de la personne autorisée à fournisseur/de l'entrepreneur (taper ou écr d'imprimerie) :	signer au nom du
Signature :	Date :



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#### 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: <a href="http://www.directdeposit.gc.ca">http://www.directdeposit.gc.ca</a>

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**Contracting Authority - Autorité contractante :** Kirsten Sage

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**Title – Titre :**Seasonal Staff Accommodation – Jasper National Park

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

#### 1.3 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at **The Woodlot Camp area (please refer to Attachment 1) Site Location – Emplacement du site for directions)** on **February 12, 2020**. The site visit will begin at **11:00 MST**.

Bidders are requested to communicate with the Contracting Authority no later than **February 11, 2020** at **14:00 MST** 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 fourteen (14) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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 (One (1) hard copy and one (1) soft copy on USB key)

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

Section III: Certifications (One (1) hard copy and one (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 <a href="Policy on Green">Policy on Green</a>
<a href="Procurement">Procurement</a> (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.

#### 3.1.1 Exchange Rate Fluctuation

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

#### 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

Technical bids will be evaluated against the technical evaluation criteria at **Annex H**.

#### 4.1.2 Financial Evaluation

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

#### 4.2 Basis of Selection – 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, <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 <a href="Employment and Social">Employment and Social</a> <a href="Development Canada">Development Canada (ESDC) - Labour's</a> 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed **Annex G** to Part 5 of the Bid Solicitation titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <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.

#### 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 Contract to October 31, 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 three (3) additional one (1) year period being as follows: November 01, 2020 to October 31, 2021 inclusive, November 01, 2021 to October 31, 2022 inclusive and November 01, 2022 to October 31, 2023 inclusive under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

#### 6.5 Authorities

## 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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#### Kirsten Sage

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

Telephone: (587) 436-5795

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

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

#### 6.5.2 Project Authority

The Project Authority for the Contract is:

## \*\*\* To be 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:
	1		
Telephone:		Facsimile:	
Email Address:			
Procurement Business Number Goods and Services Tax (GST)			

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#### 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

#### 6.7 Payment

#### 6.7.1 Basis of Payment: Cost Reimbursable - Limitation of Expenditure

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

#### 6.7.2 Limitation of Expenditure

- **6.7.2.1** Canada's total liability to the Contractor under the Contract must not exceed \$ (insert at time of contract award). Customs duties are included and Applicable Taxes are extra.
- 6.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### 6.7.3 Monthly Payment

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

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

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c. the Work performed has been accepted by Canada.

#### 6.8 **Invoicing Instructions**

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

#### 6.8.2 Invoices must be distributed as follows:

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

#### 6.9 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.

#### 6.9.2 Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour. the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms 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 Alberta.

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

#### 6.12 **SACC Manual Clauses**

A1009C (2008-05-12) Work Site Access A9039C (2008-05-12) Salvage

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A9068C (2010-01-11) Government Site Regulations

<u>B1501C</u> (2018-06-21) Electrical equipment

B6802C (2007-11-30) Government Property

B9028C (2007-05-25) Access to Facilities and Equipment

#### 6.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in **Annex D**. 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.

#### 6.15 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at **Annex A** of the Contract under the same conditions and at the prices and/or rates stated in 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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#### ANNEX A

### STATEMENT OF WORK

The Statement of Work is provided under separate attachment (EN\_19-0426A\_ANNEX A – STATEMENT OF WORK.pdf), is incorporated by reference and forms part of the Contract.

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#### **ANNEX B**

#### **BASIS OF PAYMENT**

#### **Financial Bid Submission Requirements**

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

For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Table A through Table E.

#### 1. Contract – Firm Unit Price(s) – Date of Contract to October 31, 2020

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

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.1	Occupied seasonal staff accommodation as described in Annex A – Statement of Work (April 1 – Oct. 31)	Per Bed Per Month	60 beds x 7 months = 420	\$	<i>⇔</i>
1.2	Mobilization	Lump Sum	1	\$	\$
Α	Combined Estimated Total Firm Unit Price(s) (excluding applicable tax)				\$

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#### 2. Option Year 1 - Firm Unit Price(s) - November 1, 2020 to October 31, 2021

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

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EB x EM x PU)
2.1	Unoccupied seasonal staff accommodation as described in Annex A – Statement of Work (Nov. 1 to Mar. 31)	Per Bed Per Month	60 beds x 5 months = 300	\$	**
2.2	Occupied seasonal staff accommodation as described in Annex A – Statement of Work (April 1 – Oct. 31)	Per Bed Per Month	60 beds x 7 months = 420	\$	\$
В	Со	\$			

#### 3. Option Year 2 – Firm Unit Price(s) – November 1, 2021 to October 31, 2022

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

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EB x EM x PU)
3.1	Unoccupied seasonal staff accommodation as described in Annex A – Statement of Work (Nov. 1 to Mar. 31)	Per Bed Per Month	60 beds x 5 months = 300	\$	\$
3.2	Occupied seasonal staff accommodation as described in Annex A – Statement of Work (April 1 – Oct. 31)	Per Bed Per Month	60 beds x 7 months = 420	\$	\$
С	Со	\$			

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#### 4. Option Year 3 - Firm Unit Price(s) - November 1, 2022 to October 31, 2023

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

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
4.1	Unoccupied seasonal staff accommodation as described in Annex A – Statement of Work (Nov. 1 to Mar. 31)	Per Bed Per Month	60 beds x 5 months = 300	\$	<i>⇔</i>
4.2	Occupied seasonal staff accommodation as described in Annex A – Statement of Work (April 1 – Oct. 31)	Per Bed Per Month	60 beds x 7 months = 420	\$	**
D	Со	\$			

#### 5. Optional Services - Firm Unit Price(s)

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

**Note:** Canada will only pay the demobilization rate at the end of the period of the Contract. Canada will not pay a mobilization and demobilization between each option year, if invoked.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
5.1	Demobilization	Lump Sum	1	\$	\$
E	Со	\$			

#### 6. Estimated Total Combined Evaluated Bid Price

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

ESTIMATED TOTAL COMBINED EVALUATED BID PRICE (A + B + C + D + E)	\$
(excluding applicable tax)	

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#### Notes:

(a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;

(b) Additional payment terms and conditions will not apply to the contract; and

(c) Customs duties are included and Applicable Taxes are extra.

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#### ANNEX C

## ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

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

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

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

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		
Location of Work		
General Description of Work to be Completed		

**Contracting Authority - Autorité contractante :** Kirsten Sage Solicitation No. - N° de l'invitation : Amd. No. - N° de la modif. :

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## Mark "Yes" where applicable.

	A meeting has been held to discuss hazards ar foreseeable hazards have been identified to the	
	The contractor and/or its subcontractor(s) will contractor and Parks Canada's policies and prosafety.	
	The contractor and/or its subcontractor(s) will p equipment, devices and clothing.	rovide all prescribed safety materials,
	The contractor and/or its subcontractor(s) will e use all prescribed safety materials, equipment,	
	The contractor and/or its subcontractor(s) will e health and safety of Parks Canada employees.	
	The contractor and/or its subcontractor(s) has i assessment and has put in place a health and accordingly, prior to the commencement of the	safety plan and informed its employees
	Where a contractor and/or its subcontractor(s) substances in the work place, it will place warn the presence of the substances and any precautazard of injury or death.	ng signs at access points warning persons of
	The contractor and/or its subcontractor(s) will e respect of any emergency procedures applicab	
	(contractor), certify loyees and all sub-contractors will comply with the and conditions of the contract.	that I have read, understood and attest that my he requirements set out in this document and
Name	Signature	Date

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#### ANNEX D

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

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 Parks Canada Agency.
  - 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)
  - 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.

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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 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 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 Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension 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 <a href="Contracting Policy Notice: 2012-2">Contracting Policy Notice: 2012-2</a> 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 ( )

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:		
City:	Province / Territory:	Postal Code / ZIP Code:
Supplier's Procurement Busine	ess Number (optional):	

#### **List of Names**

Name	Title

Solicitation No. - N° de l'invitation : Amd. No. - N° de la modif. : Contracting Authority - Autorité contractante : 5P420-19-0426/A Kirsten Sage Client Ref. No. - N° de réf. du client : Title - Titre : Seasonal Staff Accommodation – Jasper National Park **Declaration** I, (name) \_\_\_\_\_\_, (position) \_\_\_\_\_, of (supplier's name) \_\_\_\_\_\_, declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted. Signature Date Please include with your bid or offer.

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#### ANNEX G to PART 5 OF THE BID SOLICITATION

#### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

			nformation on the Federal Contractors Program for Employment Equity visit Employment and elopment Canada (ESDC)-Labour's website.
	ate: ite.	)	(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing
Co	omp	olete b	oth A and B.
Α.	Ch	eck or	nly one of the following:
(	)	A1.	The Bidder certifies having no work force in Canada.
(	)	A2.	The Bidder certifies being a public sector employer.
(	)	A3.	The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act.</u>
(	)	A4.	The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
		A5.	The Bidder has a combined workforce in Canada of 100 or more employees; and
(	)	A5.1	The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.
			OR
(	)	A5.2	The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

( ) B1.	The Bidder is not a Joint Venture.
	OR
( ) B2.	The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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#### ANNEX H

#### **TECHNICAL EVALUATION**

#### 1. Technical Bid Format

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the bid, <u>Canada strongly requests that bidders address and present topics in the order of the evaluation criteria under the same headings.</u>

To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Bidder is advised to pay careful attention to the wording used throughout this Request for Proposal (RFP). Failure to satisfy a term or condition of this RFP may result a bid being deemed non-responsive.

All information required for evaluation purposes must be included directly in the Bidder's technical bid. The evaluation team cannot consider information not provided directly in the technical bid (e.g. links to additional website content, references checks, etc.).

#### 2. Submission Requirements

The Bidder must submit one (1) hard copy AND one (1) soft copy of its technical bid on a USB flash drive, in Adobe PDF format. Both the hard copy and the soft copy of the technical bid should be identical in content.

A USB flash drive is the preferred media type for the one (1) soft copy of the technical bid required.

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.

#### 3. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical criteria below.

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet <u>all</u> of the mandatory technical criteria. Bids declared non-responsive to the mandatory technical criteria will be given no further evaluation.

Item	EVAILISTION (Tritoria		/ Not Met	Remarks / Notes
No.		**To Be Completed by Evaluation Team**		
3.1	The Bidder must provide the trailer floor plan, that will form part of this bid.	□ Met	□ Not Met	

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The Bidder must provide a layout plan of the trailers on site, demonstrating that trailer separation as per the national building code has been met on

Bids that do not demonstrate and meet all of the mandatory technical criteria will be given no further evaluation.

Attachment 2 and 3.