



RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Parks Canada Agency Bid Receiving Unit National Contracting Services

Bid Fax: 1-866-246-6893

Bid E-mail address: soumissionsouest-

bidswest@canada.ca

This is the only acceptable email address for responses to bid solicitation. Bids submitted by email directly to the Contracting Authority or to any other email address may not be accepted.

The maximum email file size is 6 megabytes. PCA is not responsible for any transmission errors. Emails with links to bid documents will not be accepted.

REQUEST FOR QUOTATION DEMANDE DE PRIX

Quotation 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.

Prix 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

Title - Sujet : Riverwalk Clean-up – The Forks National Historic Site		
Solicitation No N° de l'invitation : Date : 20 March 2020		
Client Reference No N° de référence du client : n/a		
GETS Reference No. N° de référence du SEAG : PW-20-00910805		

Solicitation Closes - L'invitation prend fin :
At - à : 14:00
On - le : May 5, 2020

Time Zone - Fuseau horaire

F.O.B F.A.B. : Plant - Usine : ☐ Destination : ⊠	Other - Autre : □			
Address Enquiries to - Adresser too à : Andrea McGraw-Alcock Andrea.mcgraw-alcock@canada.c	_			
Telephone No N° de téléphone : (587) 436-5908	Fax NoN° de télécopieur : 1-866-246-6893			
Destination of Goods, Services, and Construction - Destination des				

referred or attached hereto, the goods, services TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE SOUMISSIONNAIRE

The Forks National Historic Site, MB

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



5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

IMPORTANT NOTICE TO BIDDERS

BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED.

BIDS RECEIVED IN-PERSON OR BY COURIER MAY NOT BE ACCEPTED.

The only acceptable email address for responses to bid solicitations is soumissionsouest-bidswest@canada.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsouest-bidswest@canada.ca may not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

The maximum email file size that Parks Canada is capable of receiving is 6 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

Direct Deposit

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

Additional information on this Government of Canada initiative is available at: http://www.directdeposit.gc.ca

Solicitation No. - N° de l'invitation : 5P420-19-0472/A

Amd. No. - N° de la modif. :

Contracting Authority - Autorité contractante : Andrea McGraw-Alcock

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

PW-20-00910805

Title - Titre :

Riverwalk Clean-up - The Forks National Historic Site

TABLE OF CONTENTS

PART 1	– GENERAL INFORMATION	4
1.1 1.2 1.3 1.4	SECURITY REQUIREMENTS. STATEMENT OF WORK. OPTIONAL SITE VISIT. DEBRIEFINGS	4 4
PART 2	2 – BIDDER INSTRUCTIONS	4
2.1 2.2 2.3 2.4 PART 3	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SUBMISSION OF BIDS ENQUIRIES – BID SOLICITATION APPLICABLE LAWS B – BID PREPARATION INSTRUCTIONS	5 5
3.1	BID PREPARATION INSTRUCTIONS	5
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 4.2	EVALUATION PROCEDURES	
PART 5	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	6
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE BID	
PART 6	S – RESULTING CONTRACT CLAUSES	8
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14	SECURITY REQUIREMENTS. STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS. TERM OF CONTRACT. AUTHORITIES. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS. PAYMENT. INVOICING INSTRUCTIONS. CERTIFICATIONS AND ADDITIONAL INFORMATION. APPLICABLE LAWS. PRIORITY OF DOCUMENTS. SACC MANUAL CLAUSES. INSURANCE REQUIREMENTS. INSPECTION AND ACCEPTANCE.	8891111111111
	X A – STATEMENT OF WORK X B – BASIS OF PAYMENT	
	C - INSURANCE REQUIREMENTS - COMMERCIAL GENERAL LIABILITY INSURANCE	
ANNEX	D – ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY	
	E TO PART 5 OF THE BID SOLICITATION – FORMER PUBLIC SERVANT	
ANNEX	F TO PART 5 OF THE BID SOLICITATION – LIST OF NAMES FOR INTEGRITY VERIFICATION FORM	l23

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

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 Forks National Historic Site**, **Parks Canada Agency**, **1 Forks Market Rd**, **Winnipeg**, **MB R3C 4L9** on **April 8**, **2020**. The site visit will begin at **10:00 AM CDT**, at the **Orientation Circle** - The Forks National Historic Site of Canada.

Bidders are requested to communicate with the Contracting Authority no later than **April 7**, **2020 at 2 PM MDT** 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).

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.

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety.

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

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.

Bids submitted in-person or by courier may not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

The only acceptable email address for responses to bid solicitations is soumissionsouest-bidswest@canada.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsouest-bidswest@canada.ca will not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 6 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

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 Manitoba.

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

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separate attachments as follows:

Section I: Financial Bid Section III: Certifications

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

3.1.1 Exchange Rate Fluctuation

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

Section II: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 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

A bid must comply with all requirements of the bid solicitation 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.

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required at **Annex E** to Part 5 of the Bid Solicitation before contract award.

5.2.2 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), 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.

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.

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

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</u> <u>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 December 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(s) from January 1, 2021 to December 31, 2021, January 1, 2022 to December 31, 2022, and January 1, 2023 to December 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:

Andrea McGraw-Alcock

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

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

Telephone: (587) 436-5908 Facsimile: 1-866-246-6893

E-mail address: andrea.mcgraw-alcock@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:

** To Be Completed By the Bidder**

Representative's Name:					
Title:					
Vendor/ Firm Name:					
Address:					
City:	Province / Territory:		Postal Code / ZIP Code:		
Telephone:	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

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service</u> <u>Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> 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 \$______ *** to be inserted at 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 *** to be inserted at 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% committed, or
 - b. four 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 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

5P420-19-0472/A 00 Andrea McGraw-Alcock

Client Ref. No. - N° de réf. du client : Title – Titre :

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

6.8 Invoicing Instructions

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

6.8.2 Invoices must be distributed as follows:

Invoices must be forwarded electronically to the Project Authority 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.

6.10 Applicable Laws

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

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, Commercial General Liability;
- (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

A1009C (2008-05-12), Work Site Access

A9039C (2008-05-12), Salvage

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

B6802C (2007-11-30), Government Property

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

B7500C (2006-06-16), Excess Goods

6.13 Insurance 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.

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

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.

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

ANNEX A - STATEMENT OF WORK

The Statement of Work is provided under separate attachment (19-0472_Annex A – Statement of Work.pdf), is incorporated by reference and forms part of the Contract.

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

ANNEX B - BASIS OF PAYMENT

** To Be Completed by the Bidder**

Financial Bid Submission Requirements

- (a) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (b) All prices are in Canadian dollars, FOB destination
- (c) Customs duties are included and Applicable Taxes are extra.
- (d) Total Combined Evaluated Estimated Bid Price Calculation: For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Items 1 (A through D) and 2 (Items E through H).

1. FIRM LUMP SUM PRICE(S)

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm lump sum(s) in Canadian funds for ALL fixed costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* for work not included in the firm unit price table below (including but not limited to mobilization, demobilization, etc.). **Note:** it is anticipated that one cleanup of the Riverwalk will be required per year. In the event that an additional flooding event occurs after initial work complete, the following pricing will be used to provide additional mobilization and demobilizations, if and when required.

(A)	Firm Lump Sum Price Mobilization and demobilization Costs <u>Per</u> Flooding Event Contract Year: 2020 (Applicable taxes excluded)	\$
(B)	Firm Lump Sum Price Mobilization and demobilization Costs <u>Per</u> Flooding Event Option Year: 2021 (Applicable taxes excluded)	\$
(C)	Firm Lump Sum Price Mobilization and demobilization Costs <u>Per</u> Flooding Event Option Year: 2022 (Applicable taxes excluded)	\$
(D)	Firm Lump Sum Price Mobilization and demobilization Costs <u>Per</u> Flooding Event Option Year: 2023 (Applicable taxes excluded)	\$

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

2. FIRM UNIT PRICES - CONTRACT

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined. **Note:** it is anticipated that one cleanup of the Riverwalk will be required per year. In the event that an additional flooding event occurs after initial work complete, the following pricing will be used to provide additional work if and when required. The unit prices below indicate a potential typical year, specific values are likely to change depending on the levels of the rivers each Spring. The unit rates designate variable Work to which a unit price applies where, unless otherwise stated are:

- a. Cost of Material, or the cost in labour and equipment and all disposal costs to remove material and dispose of it.
- b. Delivery and unloading at site, or trucking away of in silt material to an approved disposal site.
- c. Installation, overhead and profit.
- d. **Washing**. The cost to wash all hard surfaces with a hose to remove all river deposits not removed with Earthworks as a single unit price.
- e. **River Deposit Removal and Disposal**. The in-situ volume removed in cubic metres, measured by surveying the start and end conditions of this phase. Note this is to include any associated costs with harvesting and removing wet material.
 - **Note**: Parks Canada will supply the Surveying data for the amount of material before and after this phase. Refer to *Statement of Work Section 2.3 Support Provided by Canada*.
- f. **Supply and Apply Aggregates aggregate dust**. Cost to supply and apply aggregate dust to re-establish design grades, measured in tonnes of material delivered and supported by copies of truck weigh slips.
- g. Landscaping. The total area to be re-sodded measured in square metres.

2.1. FIRM UNIT PRICE(S) - CONTRACT YEAR 2020

Item No.	Class of Labour, Plant or Material	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Estimated Amount (a) x (b)
2.1.1	Washing	Event	\$	2	\$
2.1.2	River Deposit Removal and Disposal	Cubic Metre (M³)	\$	500	\$
2.1.3	Supply and Apply Aggregates - Aggregate dust – 6 mm/ 1/4" and 18mm/ 3/4"	Metric Tonne	\$	120	\$
2.1.4	Landscaping	Square Metre (M²)	\$	200	\$
(E)	Total Estimated Unit Price(s) Contract Year 2020 (Applicable taxes excluded)				\$

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

2.2. FIRM UNIT PRICE(S) - OPTION YEAR 2021

Item No.	Class of Labour, Plant or Material	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Estimated Amount (a) x (b)
2.2.1	Washing	Event	\$	2	\$
2.2.2	River Deposit Removal and Disposal	Cubic Metre (M³)	\$	500	\$
2.2.3	Supply and Apply Aggregates - Aggregate dust – 6 mm/ 1/4" and 18mm/ 3/4"	Metric Tonne	\$	120	\$
2.2.4	Landscaping	Square Metre (M²)	\$	200	\$
(F)	Total Estimated Unit Price(s) Option Year 2021 (Applicable taxes excluded)				\$

2.3. FIRM UNIT PRICE(S) - OPTION YEAR 2022

Item No.	Class of Labour, Plant or Material	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Estimated Amount (a) x (b)
2.3.1	Washing	Event	\$	2	\$
2.3.2	River Deposit Removal and Disposal	Cubic Metre (M³)	\$	500	\$
2.3.3	Supply and Apply Aggregates - Aggregate dust – 6 mm/ 1/4" and 18mm/ 3/4"	Metric Tonne	\$	120	\$
2.3.4	Landscaping	Square Metre (M²)	\$	200	\$
(G)	Total Estimated Unit Bid Price(s) Option Year 2022 (Applicable taxes excluded)				\$

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

2.4. FIRM UNIT PRICE(S) - OPTION YEAR 2023

Item No.	Class of Labour, Plant or Material	Unit of Measurement	Firm Unit Price (a)	Estimate d Quantity (b)	Estimated Amount (a) x (b)
2.4.1	Washing	Event	\$	2	\$
2.4.2	River Deposit Removal and Disposal	Cubic Metre (M³)	\$	500	\$
2.4.3	Supply and Apply Aggregates - Aggregate dust – 6 mm/ 1/4" and 18mm/ 3/4"	Metric Tonne	\$	120	\$
2.4.4	Landscaping	Square Metre (M²)	\$	200	\$
(H)	Total Estimated Unit Price(s) Contract Year 2023 (Applicable taxes excluded)				\$

3. TOTAL EVALUATED BID PRICE

Total Evaluated Price Sum of items A through H (Applicable taxes excluded)	
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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.

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

ANNEX C - INSURANCE REQUIREMENTS - 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.
 - 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.

Solicitation No. - N° de l'invitation :

5P420-19-0472/A

Amd. No. - N° de la modif. :

Contracting Authority - Autorité contractante :

Andrea McGraw-Alcock

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

PW-20-00910805

Title - Titre :

Riverwalk Clean-up - The Forks National Historic Site

ANNEX D – ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

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

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

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

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

Contracting Authority - Autorité contractante : Andrea McGraw-Alcock Solicitation No. - N° de l'invitation : Amd. No. - N° de la modif. :

5P420-19-0472/A Title - Titre :

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

PW-20-00910805 Riverwalk Clean-up - The Forks National Historic Site

Mark "Yes" where applicable.

Name	Signature Date			
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.				
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.			
	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) 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.			
	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) 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 provide all prescribed safety materials, equipment, devices and clothing.			
	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.			
	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)			

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

ANNEX E to PART 5 OF THE BID SOLICITATION - FORMER PUBLIC SERVANT

** To Be Completed By the Bidder**

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

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

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

5P420-19-0472/A 00 Andrea McGraw-Alcock

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

PW-20-00910805 Riverwalk Clean-up – The Forks National Historic Site

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.

Solicitation No. - N° de l'invitation :

Amd. No. - N° de la modif. :

Contracting Authority - Autorité contractante :

Andrea McGraw-Alcock

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

Title - Titre :

PW-20-00910805 Riverwalk Clean-up - The Forks National Historic Site

ANNEX F to PART 5 OF THE BID SOLICITATION - LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

** To Be Completed By the Bidder**

Requirements

5P420-19-0472/A

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

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

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

Supplier Information

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

List of Names

Name	Title

Solicitation No. - N° de l'invitation : Amd. No. - N° de la modif. : Contracting Authority - Autorité contractante : 5P420-19-0472/A Andrea McGraw-Alcock Client Ref. No. - N° de réf. du client : Title - Titre : PW-20-00910805 Riverwalk Clean-up - The Forks National Historic Site **Declaration** I, (name) ______, (position) ______, of _____, declare that the information provided in this Form is, to the (supplier's name) ___ 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.