



RETURN OFFERS TO:

Parks Canada Agency Bid Receiving Unit
National Contracting Services

Offer Fax: **1-877-558-2349**

Offer E-mail Address:

soumissionsest-bidseast@pc.gc.ca

This is the only acceptable email address for responses to the Request for Standing Offers. Offers submitted by email directly to the Standing Offer Authority or to any other email address will not be accepted.

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to offer documents will not be accepted.

REQUEST FOR STANDING OFFERS

Canada, as represented by the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency, hereby requests a Standing Offer on behalf on the Identified Users herein.

Issuing Office:

Parks Canada Agency
National Contracting Services
Rocky Harbour, NL

Title: Supply and Delivery of Crushed Gravel- Fundy National Park	
Solicitation No.: 5P300-21-0220/A	Date: February 7, 2022
Client Reference No.: 10211245	
GETS Reference No.: N/A	

Solicitation Closes: At: 2:00 PM On: February 23, 2022	Time Zone: EST
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F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>
Address Enquiries to: Bonnie Knott Telephone No.: 709-636-4953 Email Address: Bonnie.knott@pc.gc.ca
Destination of Goods, Services, and Construction: Fundy National Park, 20 Service Road, Alma NB E4H 4V1

TO BE COMPLETED BY THE OFFEROR

Vendor/ Firm Name:	
Address:	
Telephone No.:	Fax No.:
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print):	
Signature:	Date:

Solicitation No.:
5P300-21-0220/A

Amendment No.:
00

Contracting Authority:
Bonnie Knott

Ver.02.08.21

Client Reference No.:
10211245

Title:
Supply and Delivery of Crushed Gravel- Fundy National Park

IMPORTANT NOTICE TO OFFERORS

OFFERS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.

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

The only acceptable email address for responses to the Request for Standing Offers (RFSO) is soumissionsest-bidseast@pc.gc.ca. . Offers submitted by email directly to the Standing Offer Authority or to any email address other than soumissionsest-bidseast@pc.gc.ca will not be accepted.

The only acceptable facsimile for responses to the RFSO is **1-877-558-2349**.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Offeror is responsible for any failure attributable to the transmission or receipt of the emailed offer due to file size.

The Offeror should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Offeror should send the offer in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to offer documents will not be accepted. Offers 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. In order to receive payment, new vendors that are awarded a Standing Offer will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

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

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

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PART 1 – GENERAL INFORMATION

1.1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A. Standing Offer, and 7B. Resulting Contract Clauses:
 - 7A. includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B. includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, and any other annexes.

1.2. Summary

The Request for Standing Offer Agreement is for Gravel supply and delivery at Parks Canada Sites in Fundy National Park located next to the Village of Alma. Delivery of material could be at any of the identified locations throughout the National Park and will be clearly specified during each individual call up.

The period for making call-ups and providing services against the Standing Offer is from date of award to March 31, 2023 inclusive with an option to extend for 2 1-year periods.

1.3. Security Requirements

- 1.3.1. There is no security requirement associated with the Request for Standing Offer.

1.4. Debriefings

Offerors may request a debriefing on the results of the Request for Standing Offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the Request for Standing Offers process. The debriefing may be in writing, by telephone or in person.

PART 2 – OFFEROR INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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.

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions [2006](#) incorporated by reference above is deleted in its entirety.

2.2. Submission of Offers

Offers must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the Request for Standing Offers (RFSO).

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

The only acceptable facsimile for responses to the RFSO is **1-877-558-2349**.

The only acceptable email address for responses to the RFSO is soumissionsest-bidseast@pc.gc.ca

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Offeror is responsible for any failure attributable to the transmission or receipt of the emailed offer due to file size.

The Offeror should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Offeror should send the offer in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to offer documents will not be accepted. Offers documents must be sent as email attachments.

2.3. Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

2.5. Bid Challenge and Recourse Mechanisms

2.5.1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2.5.2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell website](#), under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

2.5.3. Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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PART 3 – OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

The offer must be gathered per section and separated as follows:

Section I: Financial Offer
Section II: Certifications

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

Section I: Financial Offer

Offerors must submit their financial bid in accordance with the Basis of Payment at Annex B.

Section II: Certifications

Offerors 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) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1. Financial Evaluation

SACC *Manual* Clause [M0220T](#) (2016-01-28), Evaluation of Price – Offer

4.1.2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a Standing Offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1. Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

5.2. Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 specified will render the offer non-responsive.

5.2.1. Integrity Provisions – Required Documentation

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

The Offeror, regardless of their status under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), must provide the information requested at **Annex D to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

5.2.2. Former Public Servant

Contracts awarded to former public servants in receipt of a pension or 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 Former Public Servants, the Offeror must provide the information requested at **Annex E to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

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5.2.3. Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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 – Labour's](https://www.canada.ca/en/employment-social-development/canada-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 an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1. Security Requirements

6.1.1. There is no security requirement associated with the Request for Standing Offer.

6.2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1. Offer

7.1.1. The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

7.2. Security Requirements

7.2.1. There is no security requirement applicable to the Standing Offer.

7.3. Standard Clauses and Conditions

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

7.3.1. General Conditions

[2005](#) (2017-06-21), General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer.

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.

7.4. Term of Standing Offer

7.4.1. Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of award to March 31, 2023 inclusive.

7.4.2. Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2- 1 year periods, from April 1, 2023 to March 31, 2024 and April 1, 2024 to March 31, 2025 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1. Standing Offer Authority

The Standing Offer Authority is:
Bonnie Knott
A/Contracting Advisor

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Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
Rocky harbour, NL

Telephone: 709-636-4953
E-mail address: bonnie.knott@pc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, the Contracting Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2. Project Authority

The Project Authority for the Standing Offer is:

*** to be provided at issuance of a Standing Offer ***

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3. Offeror's Representative

The Offeror's Representative for the Standing Offer is:

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

7.6. Proactive Disclosure of Contracts with Former Public Servants

*** SACC Manual clause A3025C to be inserted at issuance of a Standing Offer, if applicable ***

7.7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Parks Canada Representatives.

7.8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified below.

7.8.1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

7.8.2. An equivalent form or electronic call-up document which contains at a minimum the following information:

- (a) Standing Offer number;
- (b) Statement that incorporates the terms and conditions of the Standing Offer;
- (c) Description and unit price for each line item;
- (d) Total value of the call-up;
- (e) Point of delivery;
- (f) Confirmation that funds are available under section 32 of the Financial Administration Act;
- (g) Confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 24,999.00, Applicable Taxes included.

7.10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 1 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11. 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 call up against the Standing Offer, including any annexes;
- (b) The articles of the Standing Offer;
- (c) The general conditions [2005](#) (2017-06-21), General Conditions – Standing Offers – Goods or Services;

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- (d) The general conditions [2010A](#) (2021-12-02), General Conditions – Goods (Medium Complexity), apply to and form part of the Contract.
- (e) Annex A, Requirement;
- (f) Annex B, Basis of Payment;
- (g) The Offeror's offer dated ***** to be inserted at issuance of a Standing Offer *****.

7.12. Certifications and Additional Information

7.12.1. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in ***** to be inserted at issuance of a Standing Offer *****.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2. Standard Clauses and Conditions

7.2.1. General Conditions

[2010A](#) (2021-12-02), General Conditions – Goods (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.

7.3. Term of Contract

7.3.1. Period of the Contract

7.3.2. Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4. Payment

7.4.1. Basis of Payment

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

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

7.4.2. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
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.
- 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.

7.4.3. Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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.

7.5. Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.6. Insurance Requirements

SACC Manual clause [G1001C](#) (2013-11-06), Insurance – Specific Requirement

7.7. Inspection and Acceptance

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

ANNEX A

REQUIREMENT

1.0 REQUIREMENT DEFINITION

Request for Standing Offer Agreement for Gravel supply and delivery at Parks Canada Sites in Fundy National Park located next to the Village of Alma. Delivery of material could be at any of the identified locations throughout the National Park and will be clearly specified during each individual call up.

2.0 SCOPE

Parks Canada requires a contractor to supply, deliver and stockpile gravel to various locations in Fundy National Park on an as required per tonne basis. All types of gravel should meet the minimum requirements outlined in section 4.0.

3.0 GENERAL REQUIREMENTS ALL TYPES OF GRAVEL

3.1 Source Approval

1. Inform Project Authority of proposed source of aggregates and provide access for sampling prior to commencing production.
2. Should a change of aggregate source be proposed during work, advise Project Authority 3 weeks in advance of proposed change to allow sampling and testing.
3. Acceptance of an aggregate at source does not preclude future rejection if it is subsequently found to lack uniformity or if it fails to conform to requirements specified, or if its field performance is found to be unsatisfactory.

3.2 Stockpiling

1. Stockpile aggregates on-site in locations as indicated unless directed by Project Authority.
2. Stockpile aggregates in sufficient quantities to meet project schedules.
3. Stockpiling sites to be level, well drained, and of adequate bearing capacity and stability to support stockpiled materials and handling equipment (locations to be provided).
4. Separate different aggregates far enough apart to prevent intermixing
5. Do not use intermixed or contaminated materials. Remove and dispose of rejected materials.

3.3 Material Acceptance

1. Contractor to schedule material delivery with Project Authority.
2. Project Authority to be onsite during delivery of material and contractors to provide a weigh slip to Project Authority for all materials. Project Authority to sign all weigh slips in order to guarantee payment of material.

3.4 References

1. Pit and Quarry Guidelines, Environmental Construction Practice Specifications, National Parks Act and Regulations, Canadian Environmental Protection Act.

3.5 Codes

1. Perform work in accordance with Code of Practice of the Department of Labour, as it pertains to the Temporary Workplace Traffic Control Manual (Department of Transportation & Public Works and all applicable codes of federal, provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply (if required).
2. Materials must conform to or exceed applicable standards of Canadian General Standards Board (CGSB), Canadian Standards Association, and other standards organizations.
3. Conform to latest revision of any referenced standard as reaffirmed or revised to date of specification. Standards or codes not dated shall be deemed editions in force on date of tender advertisement.
4. Vehicle weights and dimensions shall conform to all relevant highway and road acts.

3.6 Work Within Park Boundaries

1. The Contractor shall be fully aware that the project is within a national park and it is essential that lands remain as undisturbed as possible. The Contractor will be expected to use standards and methods beyond those for normal construction in order to protect the environment and ensure the aesthetics of the work. Every precaution shall be taken to minimize environmental damage and disruption to vegetation, wildlife habitat, and structures or existing services, both on construction and storage sites.
2. If any damage occurs during supply, the Contractor is responsible to bear the expense to immediately restore such damaged areas to the satisfaction of the Project Authority.
3. If Contractor fails to repair damage to the satisfaction of the Project Authority, the Project Authority may complete repairs at the Contractor's expense.

3.7 Documents Required

1. Maintain at job site/with a driver a copy of the specific request (call-up) for materials.

3.8 Site Conditions

1. The Contractor will be deemed to have familiarized them self with existing site and working conditions and all other conditions which may affect performance of the Contract. The Contractor will be deemed to have examined the site of work for nature of location of work, local conditions, soil and subsurface structure and topography, nature and quality of material to be used, equipment and facilities needed to execute the work, means of access, existing underground and overhead infrastructure and understand the risk, contingencies and circumstances that may affect the Work.
2. Any information provided by the Project Authority as to the subsurface or concealed conditions is only for informational purposes.

3.9 Work Schedule

1. Parks Canada may require delivery of gravel year-round. It will not be expected that the contractor will have to deliver gravel when roads are closed during the spring weight restrictions set by the Province of NB, or other relevant jurisdiction. However, the Contractor may be required to deliver gravel immediately before or after the road closure period.
2. Contractor will be expected to commence delivery of material a maximum of 4 days after request to provide service (call-up) unless approved otherwise by Project Authority.

3.10 Contractor's Use of Site

1. The Project Authority will specify the areas for work and storage for each call-up and project.
2. Contractor will make arrangements with Project Authority in order to make deliveries outside normal working operational hours.

3.11 Existing Services

1. Carry out work at times directed by authorities having jurisdiction, with minimum of disturbance to operations of surrounding facilities.
2. Before commencing work, establish location and extent of service lines in area of work and notify Project Authority of findings.

4.0 GRAVEL CATEGORY REQUIREMENTS

1. The project stockpile is to be located in Fundy National Park, next to the Village of Alma in Southern New Brunswick. Exact area will be identified before the arrival of materials.
2. The work generally includes, but is not limited to:
 - i. The supply of Granulars (see table 1) to Fundy National Park, next to the Village of Alma, Southern New Brunswick, which includes all the labour, equipment and material to supply and transport to this location.
 - ii. Contractor will be required to provide gravel at this location ensuring it is contained to the area designated by Parks Canada per each call-up.
 - iii. Gravel to meet the following minimum specifications:

Granular Type	Referenced Size	Special Considerations
Granular 'A'		Class "A" backfill shall be a well graded granular material composed of clean, uncoated particles free of lumps of clay or other deleterious material, and having not more than 10% retained on the 100 mm sieve, and not more than 10% Dust.
Granular 'B'		Class "B" backfill shall be a well graded granular material having not more than 10% retained on the 100 mm sieve, and not more than 35% Dust.
Rip-Rap	6-12"	Clean
Rip-Rap	12-18"	Clean
Crushed Gravel	1/2"	Mixture of sand, rock fines and crushed rock size 1/2 inch minus.
	3/4"	Mixture of sand, rock fines and crushed rock size 20 mm minus. Also known as 3/4 inch gravel or road crush.
	1 1/4"	Mixture of sand, rock fines and crushed rock size 32 mm minus
	2.5"	Mixture of sand, rock fines and crushed rock size 64 mm minus

5.0 TRAVEL

The per tonne cost submitted for this standing offer agreement will include all travel, or lodging costs required to provide gravel to the specified locations.

6.0 COMMUNICATIONS

During the contract period a Contractor contact shall remain regularly available to the Project Authority. In event contractor contact is unavailable, a substitute shall be provided.

ANNEX B

BASIS OF PAYMENT

Bidders must provide pricing in the format specified in this Pricing Schedule. Failure to provide prices in the format specified will render the quotation non-responsive.

In consideration of the Contractor satisfactorily completing all of its obligations under the Standing Offer, the Contractor will be paid firm prices (including but not limited to all labour, materials, travel and disbursements), as specified below.

Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra, if applicable. The quotation is to be in **Canadian dollars**.

Table A - Standing Offer Year 1: Award to March 31, 2023					
Item	Description	Unit	Estimated Quantity A	Unit price B	Extended Price (A X B)
1	Granular Type "A"	Tonnes	50	\$	\$
2	Granular Type "B"	Tonnes	50	\$	\$
3	Rip-rap – 6" to 12 "	Tonnes	100	\$	\$
4	Rip-rap – 12" to 18 "	Tonnes	100	\$	\$
5	Crushed B Gravel – 1/2"	Tonnes	50	\$	\$
6	Crushed B Gravel – 3/4"	Tonnes	50	\$	\$
7	Crushed B Gravel – 1 1/4"	Tonnes	400	\$	\$
8	Crushed B Gravel – 2.5"	Tonnes	100	\$	\$
Total Table A (Applicable Taxes Excluded)					\$

Table B - Standing Offer Option Year 1: April 1, 2023 to March 31, 2024					
Item	Description	Unit	Estimated Quantity A	Unit price B	Extended Price (A X B)
1	Granular Type "A"	Tonnes	50	\$	\$
2	Granular Type "B"	Tonnes	50	\$	\$
3	Rip-rap – 6" to 12 "	Tonnes	100	\$	\$
4	Rip-rap – 12" to 18 "	Tonnes	100	\$	\$
5	Crushed B Gravel – 1/2"	Tonnes	50	\$	\$
6	Crushed B Gravel – 3/4"	Tonnes	50	\$	\$
7	Crushed B Gravel – 1 1/4"	Tonnes	400	\$	\$
8	Crushed B Gravel – 2.5"	Tonnes	100	\$	\$
Total Table B (Applicable Taxes Excluded)					\$

Table C - Standing Offer Option Year 2: April 1, 2024 to March 31, 2025					
Item	Description	Unit	Estimated Quantity A	Unit price B	Extended Price (A X B)
1	Granular Type "A"	Tonnes	50	\$	\$
2	Granular Type "B"	Tonnes	50	\$	\$
3	Rip-rap – 6" to 12 "	Tonnes	100	\$	\$
4	Rip-rap – 12" to 18 "	Tonnes	100	\$	\$
5	Crushed B Gravel – 1/2"	Tonnes	50	\$	\$
6	Crushed B Gravel – 3/4"	Tonnes	50	\$	\$
7	Crushed B Gravel – 1 1/4"	Tonnes	400	\$	\$
8	Crushed B Gravel – 2.5"	Tonnes	100	\$	\$
Total Table C (Applicable Taxes Excluded)					\$

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Amendment No.:
00

Contracting Authority:
Bonnie Knott

Ver.02.08.21

Client Reference No.:
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Supply and Delivery of Crushed Gravel- Fundy National Park

Table D: Total of all Tables	
Table A - Standing Offer Year 1: Award to March 31, 2023	\$
Table B - Standing Offer Option Year 1: April 1, 2023 to March 31, 2024	\$
Table C - Standing Offer Option Year 2: April1, 2024 to March 31, 2025	\$
Total Evaluated Price (Applicable taxes excluded)	\$

Name of Company: _____

Date: _____

ANNEX C

INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer

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would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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Declaration

I, _____, (*name*)
_____, (*position*) of

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

Signature

Date

ANNEX E TO PART 5 OF THE REQUEST FOR STANDING OFFERS

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? Yes (<input type="checkbox"/>) No (<input type="checkbox"/>)
--

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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

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published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()
--

If so, the Offeror 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;
- number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.