



**RETURN BIDS TO:**

Parks Canada Agency Bid Receiving Unit  
 National Contracting Services  
 Bid Fax: 1-866-246-6893  
 Bid E-mail Address:  
[soumissionsouest-bidswest@canada.ca](mailto:soumissionsouest-bidswest@canada.ca)

This is the only acceptable email address for responses to the bid solicitation. Bids submitted by email directly to the Contracting 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 bid documents will not be accepted.

**REQUEST FOR QUOTATION**

**Quotation to: Parks Canada Agency**

We hereby offer to sell to His Majesty the King 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.

**Comments:**

**Issuing Office:**

Parks Canada Agency  
 National Contracting Services  
 Calgary, AB

<b>Title:</b> Marine Infrastructure Inspection and Repair Services – Gulf Islands National Park Reserve, BC	
<b>Solicitation No.:</b> 5P420-22-0136/A	<b>Date:</b> February 8, 2023
<b>Client Reference No.:</b> N/A	
<b>GETS Reference No.:</b> PW-23-01025206	

<b>Solicitation Closes:</b> <b>At: 14:00</b> <b>On: March 6, 2023</b>	<b>Time Zone:</b> <b>MST</b>
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<b>F.O.B.:</b> Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
<b>Address Enquiries to:</b> Daniel Nguyen	
<b>Telephone No.:</b> 403-836-2352	<b>Fax No.:</b> 1-866-246-6893
<b>Email Address:</b> <a href="mailto:daniel.nguyen@pc.gc.ca">daniel.nguyen@pc.gc.ca</a>	
<b>Destination of Goods, Services, and Construction:</b> Gulf Islands National Park Reserve, BC	

**TO BE COMPLETED BY THE BIDDER**

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

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## **IMPORTANT NOTICE TO BIDDERS**

**BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.**

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

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

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The Bidder 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 Bidder should send the bid 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 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. In order to receive payment, new vendors that are awarded a contract 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 – INFORMATION AND INSTRUCTIONS**

### **1.1. Security Requirements**

**1.1.1.** 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. 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.

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## **PART 2 – BIDDER INSTRUCTIONS**

### **2.1. Standard Instructions, Clauses and Conditions**

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2022-03-29), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 Canada Post Corporation's Connect service of section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety.

### **2.2. Submission of Bids**

Bids must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation.

**Bids submitted in-person or by courier will 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](mailto:soumissionsouest-bidswest@canada.ca).

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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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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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 British Columbia.

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

#### **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 – BID PREPARATION INSTRUCTIONS**

### **3.1. Bid Preparation Instructions**

Canada requests that the bid be gathered per section and separated as follows:

Section I: Financial Bid  
Section II: Certifications

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

#### **Section I: Financial Bid**

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

##### **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.

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## **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1. Evaluation Procedures**

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

#### **4.1.1. Financial Evaluation**

*SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price – Bid

#### **4.1.2. 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.



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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1. Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1. Integrity Provisions – Declaration of Convicted Offences**

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

### **5.2. Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid 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 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), must provide the information requested at **Annex E to Part 5 of the Bid Solicitation** prior to contract award.

#### **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 Bidder must provide the information requested at **Annex F to Part 5 of the Bid Solicitation** prior to contract award.

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### **5.2.3. Federal Contractors Program for Employment Equity – Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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## **PART 6 – RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **6.1. Security Requirements**

**6.1.1.** 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**.

#### **6.2.1. Work Authorization Process – As-and-when Requested Services**

##### **6.2.1.1. Work Authorization:**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Work Authorization (WA). The Work described in the WA must be in accordance with the scope of the Contract.

##### **6.2.1.2. Work Authorization Process:**

- (a) The Project Authority will provide the Contractor with a description of the work.
- (b) The WA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.
- (c) The Contractor must provide the Project Authority, within one (1) day of receipt, the proposed total estimated cost for performing the work and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- (d) The Contractor must not commence work until a WA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a WA has been received will be done at the Contractor's own risk.

#### **6.2.2. Canada's Obligation – Portion of the Work – Work Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through work authorizations is limited to the total amount of the actual work performed by the Contractor.

### **6.3. Standard Clauses and Conditions**

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

#### **6.3.1. General Conditions**

[2010C](#) (2022-12-01), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

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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.

### **6.3.2. Supplemental General Conditions**

#### **6.3.2.1. Compliance with On-site Measures, Standing Orders, Policies, and Rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### **6.4. Term of Contract**

#### **6.4.1. Period of the Contract**

The period of the Contract is from Date of Contract to March 31, 2024 inclusive.

#### **6.4.2. Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) from April 1, 2024 to March 31, 2025 inclusive, April 1, 2025 to March 31, 2026 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:

Daniel Nguyen  
Contracting Officer  
Parks Canada Agency  
National Contracting Services  
Chief Financial Officer Directorate  
Calgary, AB

Telephone: 403-836-2352  
Facsimile: 1-866-246-6893  
E-mail address: [daniel.nguyen@pc.gc.ca](mailto:daniel.nguyen@pc.gc.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.

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### 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 \*\*

<b>Representative's Name:</b>		
<b>Representative's Title:</b>		
<b>Legal Vendor/ Firm Name:</b>		
<b>Operating Vendor/ Firm Name</b> (if different than above):		
<b>Physical Address:</b>		
<b>City:</b>	<b>Province/ Territory:</b>	<b>Postal Code:</b>
<b>Telephone:</b>	<b>Facsimile:</b>	
<b>Email Address:</b>		
<b>Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:</b>		

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

\*\*\* SACC Manual clause A3025C to be inserted at contract award, if applicable \*\*\*

### 6.7. Payment

#### 6.7.1. Basis of Payment - Firm Price(s)

For the Work described in 5.1 and 5.2 of the Statement of Work in Annex A:

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

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

#### **6.7.2. Basis of payment: Cost reimbursable – Limitation of expenditure – Work Authorizations**

For the Work described in section 5.3 – Additional Services – As and When Requested of the Statement of Work in Annex A:

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.

#### **6.7.3. Limitation of Expenditure – Cumulative Total of All Work Authorizations**

**6.7.3.1.** Canada's total liability to the Contractor under the Contract for all authorized Work Authorizations (WAs), inclusive of any revisions, must not exceed the sum of \$ \*\*\* to be inserted at contract award \*\*\*. Customs duties are included and Applicable Taxes are extra.

**6.7.3.2.** No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

**6.7.3.3.** 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 sum is inadequate for the completion of the Work required in all authorized WAs, inclusive of any revisions,

whichever comes first.

**6.7.3.4.** 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.

#### **6.7.4. Monthly Payment**

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

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

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## **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.

Each invoice must be supported by:

- a. A copy of the Work Authorization, if applicable

**6.8.2.** Invoices must be distributed as follows:

- a. 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 **\*\*\* to be inserted at contract award \*\*\***.

## **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](#) (2022-12-01), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (g) The Contractor's bid dated **\*\*\* to be inserted at contract award \*\*\***.

## **6.12. SACC Manual Clauses**

[A9068C](#) (2010-01-11) Government Site Regulations  
[B6802C](#) (2007-11-30) Government Property  
[A1009C](#) (2008-05-12) Work Site Access  
[B9028C](#) (2007-05-25), Access to Facilities and Equipment

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### **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.

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

### **6.14. Inspection and Acceptance**

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



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## **ANNEX A**

### **STATEMENT OF WORK**

**Title:** Gulf Island National Park Reserve of Canada Inspection and Repair of Marine Infrastructure

#### **1.0 Objective**

The objective of this contract is to clean, inspect, and replace components of mooring buoys, dock anchors and other marine infrastructure components at various locations within Gulf Islands National Park Reserve. A report summarizing inspection and repairs must be produced.

The contractor will provide all labour, materials, equipment and all other costs to complete the work.

#### **2.0 Background**

Gulf Islands National Park Reserve provides mooring buoys and dock space at various locations for visitors and staff use. To ensure visitor and staff safety, the mooring buoy system, dock anchors, and other components must be inspected and repaired on an annual basis.

#### **3.0 Scope**

This work involves mooring buoys and docks that are currently in place and in-use by the public and staff at Gulf Islands National Park Reserve.

#### **4.0 Requirements**

**The successful contractor must provide the following documents prior to the commencement of the work:**

- A Worksafe BC clearance letter stating that their account is active and in good standing.
- A “Notice of Project” document must be filed with Worksafe BC.
- Commercial diving certificates for workers who will be diving on site.
- A minimum of \$2,000,000.00 per incident 3rd party liability insurance with ‘His Majesty the King, in Right of Canada as represented by Parks Canada Agency’ as an additional insured
- A Health and Safety Plan for the safe operation of the worksite, including emergency procedures.
- Annual Business Licence must be obtained by the contract from GINPR. The annual fee is \$60.00.

#### **5.0 Work:**

##### **5.1 Mooring buoys and docks: Inspection and repair.**

**5.1(a)** The contractor must clean and inspect all components of the mooring buoys and anchor components of the docks at the following locations. A report must be produced as outlined in 5.1(c) below. Diving depths range from 10ft-70ft. \*Note that mooring buoy numbers fluctuate over time.

##### **Mooring Buoys:**

Sidney Spit  
Beaumont Marine Park  
Beaumont Marine Park

Eighteen (18) public mooring buoys.  
Fourteen (16) public mooring buoys  
One (1) staff mooring buoys.

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Cabbage Island	Ten (10) public mooring buoys.
Rum Island	One (1) staff mooring buoy.
D’arcy Island	One (1) staff mooring buoy.
D’arcy Island	Two (2) public mooring buoy.

**Docks:**

Russell Island Dock	Inspect 4 chain and anchor sets.
Royal Cove Dock, Portland Island	Inspect 4 chain and anchor sets.
Winter Cove Dock, Saturna Island	Inspect 2 chain and anchor sets.
Owl Islet (Prevost Island)	Inspect 2 chain and anchor sets.

**Engineer Inspection of Dock and Pilings (see 5.2) \*1 time only in 2023:**

Princess Cove, Portland Island	Engineer piling inspection
Sidney Operations Docks	Engineer piling inspection

**5.1(b) Mooring Buoy Repairs:** The contractor must ensure all work and materials adhere to specifications in Section 6.0, Figure 3 and Figure 4. Repairs include but are not limited to:

- Chain and shackle replacement (must ensure the shackles are well seized with stainless wire).
- Installation and replacement of the sacrificial anode on chains
- Rope and mid-line floats replacement.
- Installation and removal of anchor blocks.
- Repositioning of anchor blocks that are out of alignment.

**5.1(c) Dock Repair:** If required, materials must be of equal rating and specification as the existing components.

Repairs to docks include but are not limited to:

- Welding repairs to gangway rollers and sliders.
- Installation of high density plastic rub strips.
- Installation of gangway track guides.
- Installation of additional floatation billets.
- Installation of chain and shackles to match existing works.
- Underwater repair or replacement of anchor chains, attachment points, and rock anchor pins.
- Installation and replacement of the sacrificial anode on chains

**5.1(d)** The Contractor must provide a preliminary written report detailing the inspection, and repair recommendations. Repair, and maintenance performed at each mooring buoy and dock must be added to the final report after work is complete. The report must include the following information for each mooring buoy or dock:

- The condition of the tie ring, mooring buoy paint and reflective ring; top chain; top shackle; nylon rope, top and bottom eyes and floats; bottom shackle from rope to chain; cement blocks; joiner chain and shackles. Condition must be noted as; New (recently installed), Good (moderate deterioration within acceptable limits), or Poor (urgent replacement necessary).
-

- Document grade/length of chain and rope used in repair and replacement, as well as the grade and type of replacement fasteners and hardware.

**5.1(e)** The contractor must ensure that all marine growth is cleaned from the mooring buoy and dock anchor components at the time of inspection.

**5.1(f)** If a mooring buoy or specific component cannot be satisfactorily repaired at the time of inspection it must not be left in an unsafe condition. In this circumstance, the contractor must temporarily remove the mooring buoy float to ensure vessels do not use the mooring until repairs can be made. Contractor is to mark the location with GPS to re-locate and send an email to the Contract Manager of the deficiency and GPS location.

## **5.2 Engineered inspection of wooden pilings at Sidney Operations Center and Princes Cove (Portland Island)**

**5.2 (a)** Background: GINPR has 2 locations with existing wooden piles driven into the seabed to hold in place dock infrastructure. The 2 location are Sidney Operations Center (4 wooden piles) and Princess Cove on Portland Island (3 wooden Piles). The age and condition of these pilings is unknown. An inspection and testing is required to determine the usable service life of the infrastructure and or urgency for replacement of components. It is assumed that most of the wooden piles are near or at end of life and replacement is required in the near future.

**5.2 (b)** Testing Methodology: Contractor to clean marine sea growth on all components so a detailed inspection can occur on the infrastructure. A video recording of the underwater inspection must be produced to the engineer for review and record keeping.

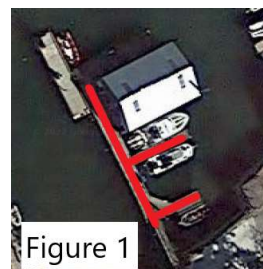
Engineer and Dive Contractor to begin inspection of wooden piles with non-destructive testing (ie. Visual, sounding with a hammer, and poking with sharp object). Pilings are to be inspected from top to bottom with specific attention being payed to common areas of failure such as mud line, intertidal and top of pilings where deterioration can occur. Contractor must preform a thorough inspection around the “mud line” of the seabed where pilings penetrate the seafloor. This may involve moving sediment around pilings for inspection to determine extent of deterioration.

If deterioration of pilings is significant and further assessment is required to determine if imminent replacement is necessary, then destructive testing (ie boring the timber core samples) can occur with approval of the contract manager. This method should be considered if there are some warning signs of piling integrity, however the usable lifespan is difficult to determine. At this point destructive testing should occur to increase the accuracy of the estimated lifespan of the component.

### **5.2 (c)** List of components to review

Sidney Operations Center:

- 4 Wooden Piles
- Dock Connections
- 120 lineal feet of wooden dock (connections, etc)
- See Figure 1 for approximate area to be inspected



timber, billets  
in red.

Princess Cove Dingy Dock, Portland Island:

- See Figure 2 for location
- 45 lineal feet of dock (connections, timber, billets
- 3 Wooden Piles
- Piling Cross Members; fasteners and connections ramp. Engineer to provide lifting rating for cross connection or provide a repair recommendation for lifting of the ramp when docks are removed seasonally.
- Current alignment and structural integrity of these may be compromised. Parks staff have noted higher normal movement of these components as compared to last year.



etc)  
above  
safe  
piles  
then

**5.2 (d) Engineering Subcontractor:** Dive contractor to hire a certified Engineer with experience in wood piling and dock infrastructure inspections to work as a team on the inspection. Engineer inspector must have a minimum of 5 years' experience in piling and related infrastructure inspections and must be familiar with both non-destructive and destructive testing methodology.

**5.2 (e) Timelines:** This is a one (1) time review conducted within the first year of the contract. This is not an annual inspection. The piling inspection and written report must be completed by March 31, 2023.

**5.2 (f) Deliverables:** Onsite inspection of the pilings and dock infrastructure must be followed up with a detailed report of the current status of all pilings, and related dock infrastructure as noted in 5.2(c) from the engineer. Report must include but is not limited to:

- Introduction, Site Description, Inspection Methodology, Inspection Results
- Inspection results must show; component current conditions, residual life estimates, remediation recommendations, and a breakdown estimated cost for replacement for work required per location.
- Existing life of pilings should be shown as;
  - Very Poor: 0 years. Immediate repair required. Element has failed or is near failure.
  - Poor: Less than 1 year. Element is to be closely monitored
  - Fair: 1 to 3 years.
  - Good: 3 to 10 years.
- Recommendations and conclusions
- Photographs and site sketches for reference
- Video of inspection must be provided after report on a separate USB drive to retain on record.

### 5.3 Additional Services – As and When Requested

The Contractor may be required on an As and When Requested basis to perform inspections and repairs in unforeseen circumstances outside of the inspections identified above.

The Parks Canada Project Authority will inform the Contractor of the requirements, and an agreement will be reached in accordance with the specifications outlined in Annex B – Basis of the Payment of the contract

“As and When Requested” work must be completed within 2 weeks of approval and acceptance of the quotation by the Parks Canada Project Authority.

Any changes in excess of or outside the scope of the Contract must be approved in writing by the Parks Canada Project Authority and initiated by way of a contract amendment executed by the Contracting Authority.

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**6.0 Mooring Material Specifications: See figure 3 and figure 4 (GINPR is currently transitioning to a 2 system approach to mooring design depending on depth. Current systems may vary from the specifications.**

**6.1 Mooring Buoys:**

- Rope: 1" double braid nylon rope, breaking strength 30,000 lbs.
- Thimbles: 1" stainless steel.
- Bottom chain: 3/4" galvanized long link anchor chain, load rated, Grade 30.
- Top Chain: 3/4" galvanized long link anchor chain, load rated, Grade 30.
- Top and bottom shackles (Rope to chain) 3/4" Crosby 209A Screw pin alloy galvanized load rated shackles.
- Top Shackle (top ring to top chain): 3/4 "Crosby 209A Screw pin alloy galvanized load rated shackles.
- Anodes must be installed on each section of chain.
- Foam floats installed at the bottom of the system to be of adequate size or quantity to keep all chain off the bottom of seabed and anchor. These must be securely fastened to rope or chain. The purpose of this is to prevent chafe, prevent the chain and or rope from fouling on the anchor block, and to prevent damage to the surrounding ecosystem.
- Bottom chain shackle: 3/4 "Crosby 209A Screw pin alloy galvanized load rated shackles.
- Stainless steel tie wire for locking off shackles.
- Top rings: 3/4" galvanized steel circular hoop, Grade 30, welded closed, 10 inches in diameter.
- Mooring buoy surface floats will be supplied by Parks Canada.
- Parks Canada may at time supply some of these components.

**6.2 Dock Anchors:**

- Anchor Chain: 3/4" long link galvanized chain, load rated, Grade 40.
- Bottom and Top shackles: 3/4" Crosby 209A Screw pin alloy galvanized load rated shackles.
- Stainless steel tie wire for locking off shackles.

**7.0 Worker Safety**

7.1 Contractor is responsible for worker and public safety in this contract.

7.2 Workers must wear all appropriate safety equipment while conducting this work

7.3 Perform all work in accordance with the Transportation of Dangerous Goods Act and regulations of the Workplace Hazardous Information System (WHMIS).

7.4 Handle, store, use and dispose of flammable and combustible materials in accordance with the National Fire Code of Canada.

7.5 Contractor must perform work in accordance with Part 24 of the British Columbia Occupational Health and Safety Regulations as they pertain to workplace safety and diving activities.

7.6 Contractor is responsible for observing construction safety measures of the Federal Government, Provincial Government and Worksafe BC. In any case of conflict or discrepancy the more stringent requirements shall apply.

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## 8.0 Site Safety

The contractor must ensure visitor safety is maintained at all times, and manage the work tasks so that visitors are not exposed to hazards associated with the work.

## 9.0 Environmental Effects and Mitigation Measures

### 9.1 General Mitigations

- Site access and the work area will be defined by the PCA Project Authority with the contractor prior to initiating project activities. Work must be confined to the identified disturbance footprint.
- Project activities must be completed in the shortest time possible and limited to daylight hours.

### 9.2 Aquatics, Vegetation & Wildlife

- Equipment and machinery must be cleaned of mud and debris (potential seed sources) prior to being transported to the site.
- Feeding wildlife is not permitted.
- Washing of equipment in or around the aquatic environments is not permitted.

### 9.3 Waste Management

- The work site must be maintained in a clean and tidy manner; all construction waste, accumulated debris, litter, and food garbage must be removed from the site at the end of each day.
- Materials suitable for recycling should be recycled to the greatest extent possible. All other debris will be transported to an appropriate landfill and disposed of in a manner that is compatible with Capital Region Guidelines for Pender Island and complies with current standards applicable to BC Special Waste regulations.

### 9.4 Pollution

- Equipment and machinery must be in good working condition, and inspected for leaks prior to being transported to the site.
- A spill kit of sufficient size to contain and clean up 110% of the site's largest possible fuel or chemical spill must be retained on site at all times. All personnel on site must be aware of the kit, its location and proper use.
- All fuel, lubricant, oil, hydraulic fluid, chemical or solvent spills must be contained, cleaned up and immediately reported to the PCA Project Authority.
- Fuelling of equipment must occur on a hardened surface or over impervious containment with care taken to avoid spillage. Absorbent pads for fuel spills must be available during re-fuelling
- Minimize idling of vehicles and gas powered equipment

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## **10.0 Constraints**

All sites are accessible by marine vessel only with the exception of the Sidney Operations Center at 2220 Harbour Road, Sidney, BC.

## **11.0 Meetings**

A start up meeting is required after contract award and before the work can begin. The contractor must submit a proposed work schedule at the start-up meeting.

Annual pre season meetings must occur after this each year that the contract is extended.

## **12.0 Deliverables**

The deliverables for this project are as follows:

Gulf Islands National Park Reserve mooring buoys, docks and components must be cleaned and inspected.

Defective, severely corroded, and unusable components identified through inspection must be noted on the inspection report and must be temporarily removed for public use.

A written report must be submitted to PCA Project Authority prior to the completion of the contract annually detailing the condition of all the components inspected. The report must include dates and identification of the components that were replaced including the grade and breaking strength of chains, ropes and shackles.

Depending on funding availability, repairs will be made after being approved by Parks Canada technical authority.

## **13.0 Completion Dates**

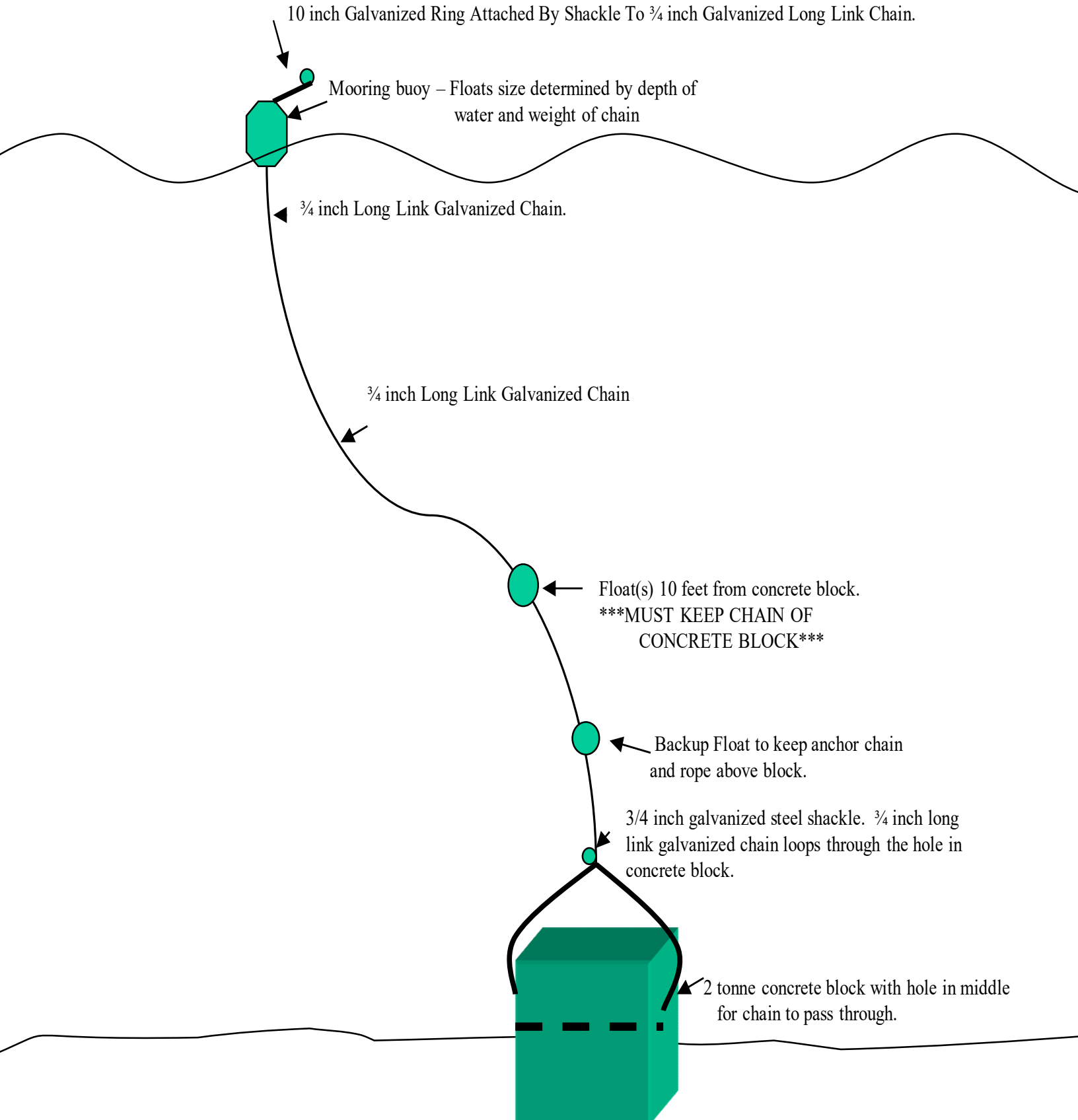
**The Contract Year starting in 2023 will require:**

- One time engineered inspection of pilings and docks must be complete by March 31<sup>st</sup> 2023 (As per Section 5.2)
- All mooring buoy and dock inspections must be completed between February 15 and May 15<sup>th</sup> of each year.
- All approved repair work identified through inspections must be completed by June 25<sup>th</sup> of each year.

**A typical year starting April 1, 2023 will look like:**

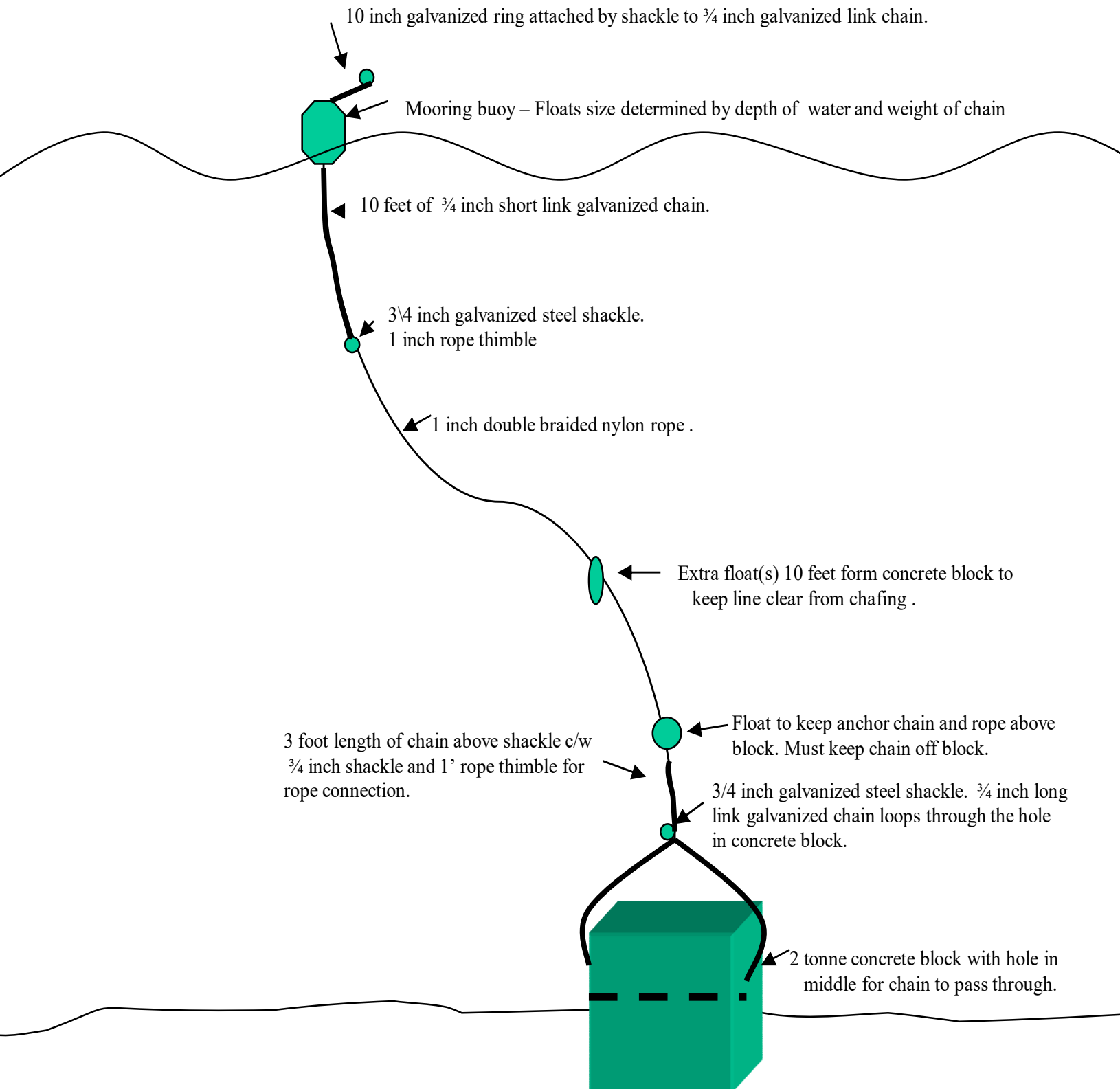
- All mooring buoy and dock inspections must be completed between February 15 and May 15<sup>th</sup> of each year.
- All approved repair work identified through inspections must be completed by June 25<sup>th</sup> of each year.

**Figure 3: All Chain Moorings (Under 40 Foot Depth At High Tide)**





**Figure 4: Partial Chain and Rope Moorings (Over 40 Foot Depth At High Tide)**



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## ANNEX B

### BASIS OF PAYMENT

**\*\* To Be Completed by the Bidder\*\***

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

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (c) All prices are in Canadian dollars, FOB destination
- (d) Customs duties are included and Applicable Taxes are extra.
- (e) Total Combined Evaluated Estimated Bid Price Calculation: For the purposes of evaluation, the evaluated bid price will be comprised of the **combined total** of Table A through L.

#### **1. Firm Price(s) – Contract Year: Date of Contract to March 31, 2024 inclusive**

##### **Table 1.1: Cleaning and Inspection of Mooring Buoys and Dock Anchors**

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a firm price 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.

Item No.	Description	Firm Price
1.1.1	Cleaning and Inspection of Mooring Buoys and Dock Anchors as described Annex A – Statement of Work	\$
1.1.2	Inspection and Testing of Wooden Pilings as described in Annex A – Statement of Work	\$
A	<b>Combined Estimated Total Firm Price Contract Year: Date of Contract to March 31, 2024 inclusive (excluding applicable tax)</b>	\$

##### **Table 1.2: Repair of Mooring Buoys and Dock Anchors**

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.2.1	Diver Rate	Hourly	20	\$	\$
1.2.2	Dive Boat Rate	Hourly	20	\$	\$
1.2.3	Welding Rate	Hourly	8	\$	\$
1.2.4	General Labour Rate	Hourly	8	\$	\$
B	<b>Combined Estimated Total Firm Unit Price(s) Contract Year: Date of Contract to March 31, 2024 inclusive (excluding applicable tax)</b>				\$

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**Table 1.3: Materials, Components and Products**

The Contractor will be reimbursed for the materials, components and products reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost plus a firm percentage mark-up, as specified below. E.g. A 15% mark-up would be: \$1,000.00 x 1.15 = \$1,150.00. These expenses must be supported by an itemized statement supported by receipt vouchers.

Item No.	Description	Estimated Quantity (A)	Firm Percentage Markup (B)	Extended Total(s) = (A) x [1+ (B)]
1.3.1	Parts and Components Costs	\$ 4,000.00	%	\$
C	<b>Combined Total Firm Unit Price(s) Contract Year: Date of Contract to March 31, 2024 inclusive (excluding applicable tax)</b>			\$

**Table 1.4: Additional Services – As and When Required**

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 (excluding applicable tax) including but not limited to all professional, technical, labour, and administrative fees and costs as required to fulfill the requirements under Section 5.3 Additional Services – As and When Requested of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.4.1	Diver Rate	Hourly	16	\$	\$
1.4.2	Dive Boat Rate	Hourly	16	\$	\$
1.4.3	General Labour Rate	Hourly	8	\$	\$
D	<b>Combined Estimated Total Firm Unit Price(s) Contract Year: Date of Contract to March 31, 2024 inclusive (excluding applicable tax)</b>				\$

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**2. Firm Price(s) – Option Year One (1): April 1, 2024 to March 31, 2025 inclusive**

**Table 2.1: Cleaning and Inspection of Mooring Buoys and Dock Anchors**

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a firm price 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.

Item No.	Description	Firm Price
2.1.1	Cleaning and Inspection of Mooring Buoys and Dock Anchors as described in Annex A – Statement of Work	\$
E	<b>Combined Estimated Total Firm Price Option Year One (1): April 1, 2024 to March 31, 2025 inclusive (excluding applicable tax)</b>	\$

**Table 2.2: Repair of Mooring Buoys and Dock Anchors**

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
2.2.1	Diver Rate	Hourly	20	\$	\$
2.2.2	Dive Boat Rate	Hourly	20	\$	\$
2.2.3	Welding Rate	Hourly	8	\$	\$
2.2.4	General Labour Rate	Hourly	8	\$	\$
F	<b>Combined Estimated Total Firm Unit Price(s) Option Year One (1): April 1, 2024 to March 31, 2025 inclusive (excluding applicable tax)</b>				\$

**Table 2.3: Materials, Components and Products**

The Contractor will be reimbursed for the materials, components and products reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost plus a firm percentage mark-up, as specified below. E.g. A 15% mark-up would be: \$1,000.00 x 1.15 = \$1,150.00. These expenses must be supported by an itemized statement supported by receipt vouchers.

Item No.	Description	Estimated Quantity (A)	Firm Percentage Markup (B)	Extended Total(s) = (A) x [1+ (B)]
2.3.1	Parts and Components Costs	\$ 4,000.00	%	\$
G	<b>Combined Total Firm Unit Price(s) Option Year One (1): April 1, 2024 to March 31, 2025 inclusive (excluding applicable tax)</b>			\$

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**Table 2.4: Additional Services – As and When Required**

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 (excluding applicable tax) including but not limited to all professional, technical, labour, and administrative fees and costs as required to fulfill the requirements under Section 5.3 Additional Services – As and When Requested of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
2.4.1	Diver Rate	Hourly	16	\$	\$
2.4.2	Dive Boat Rate	Hourly	16	\$	\$
2.4.3	General Labour Rate	Hourly	8	\$	\$
H	<b>Combined Estimated Total Firm Unit Price(s) Option Year One (1): April 1, 2024 to March 31, 2025 inclusive (excluding applicable tax)</b>				<b>\$</b>

**3. Firm Price(s) – Option Year Two (2): April 1, 2025 to March 31, 2026 inclusive**

**Table 3.1: Cleaning and Inspection of Mooring Buoys and Dock Anchors**

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a firm price 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.

Item No.	Description	Firm Price
3.1.1	Cleaning and Inspection of Mooring Buoys and Dock Anchors as described in Annex A – Statement of Work	\$
I	<b>Combined Estimated Total Firm Price Option Year Two (2): April 1, 2025 to March 31, 2026 inclusive (excluding applicable tax)</b>	

**Table 3.2: Repair of Mooring Buoys and Dock Anchors**

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
3.2.1	Diver Rate	Hourly	20	\$	\$
3.2.2	Dive Boat Rate	Hourly	20	\$	\$
3.2.3	Welding Rate	Hourly	8	\$	\$
3.2.4	General Labour Rate	Hourly	8	\$	\$
J	<b>Combined Estimated Total Firm Unit Price(s) Option Year Two (2): April 1, 2025 to March 31, 2026 inclusive (excluding applicable tax)</b>				<b>\$</b>

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**Table 3.3: Materials, Components and Products**

The Contractor will be reimbursed for the materials, components and products reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost plus a firm percentage mark-up, as specified below. E.g. A 15% mark-up would be: \$1,000.00 x 1.15 = \$1,150.00. These expenses must be supported by an itemized statement supported by receipt vouchers.

Item No.	Description	Estimated Quantity (A)	Firm Percentage Markup (B)	Extended Total(s) = (A) x [1+ (B)]
3.3.1	Parts and Components Costs	\$ 4,000.00	%	\$
K	<b>Combined Total Firm Unit Price(s) Option Year Two (2): April 1, 2025 to March 31, 2026 inclusive (excluding applicable tax)</b>			\$

**Table 3.4: Additional Services – As and When Required**

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 (excluding applicable tax) including but not limited to all professional, technical, labour, and administrative fees and costs as required to fulfill the requirements under Section 5.3 Additional Services – As and When Requested of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
3.4.1	Diver Rate	Hourly	16	\$	\$
3.4.2	Dive Boat Rate	Hourly	16	\$	\$
3.4.3	General Labour Rate	Hourly	8	\$	\$
L	<b>Combined Estimated Total Firm Unit Price(s) Option Year Two (2): April 1, 2025 to March 31, 2026 inclusive (excluding applicable tax)</b>			\$	\$

**4. Estimated Total Combined Evaluated Price**

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

<b>ESTIMATED TOTAL COMBINED <u>EVALUATED</u> PRICE (A + B + C + D + E + F + G + H + I + J + K + L) (excluding applicable tax)</b>	<b>\$</b>
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**Notes:**

- (a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (b) Additional payment terms and conditions will not apply to the contract; and
- (c) Customs duties are included and Applicable Taxes are extra.

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## ANNEX C

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

- 1.1** 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.
- 1.2** The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Parks Canada Agency.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - 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.
-

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## ANNEX D

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

\*\*\* to be completed after contract award \*\*\*

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.

<b>Parks Canada Responsible Authority/Project Lead</b>	<b>Address</b>	<b>Contact Information</b>
<b>Project Manager</b>		
<b>Prime Contractor</b>		
<b>Subcontractor(s)</b> (add additional fields as required)		

**Location of Work**

**General Description of Work to be Completed**



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**Mark “Yes” where applicable.**

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, \_\_\_\_\_ (*contractor*), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## ANNEX E TO PART 5 OF THE BID SOLICITATION

### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

**\*\* to be completed by the bidder \*\***

#### Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder's 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

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

#### List of Names

Name	Title

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**Declaration**

I, \_\_\_\_\_, (*name*)

\_\_\_\_\_, (*position*) of

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

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? <b>Yes</b> ( <input type="checkbox"/> ) <b>No</b> ( <input type="checkbox"/> )
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If so, the Bidder 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.

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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: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **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?	<b>Yes ( ) No ( )</b>
---	-----------------------

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.