



**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.

**Issuing Office:**

Parks Canada Agency  
 National Contracting Services  
 Calgary, Alberta

<b>Title:</b> Security and Compliance Services – Pacific Rim National Park Reserve Parks Canada	
<b>Solicitation No.:</b> 5P420-22-0055/A	<b>Date:</b> 28 February, 2023
<b>Client Reference No.:</b> N/A	
<b>GETS Reference No.:</b> PW-23-01028126	

<b>Solicitation Closes:</b> <b>At:</b> 14:00 <b>On:</b> April 04, 2023	<b>Time Zone:</b> MDT
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<b>F.O.B.:</b> Plant: <input checked="" type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
<b>Address Enquiries to:</b> Amy Barrett Lichter	
<b>Email Address:</b> <a href="mailto:amy.barrettlichter@pc.gc.ca">amy.barrettlichter@pc.gc.ca</a>	<b>Telephone No.:</b> 403-589-3402
<b>Fax No.:</b> 1-866-246-6893	
<b>Destination of Goods, Services, and Construction:</b> Pacific Rim National Park Reserve	

**TO BE COMPLETED BY THE BIDDER**

<b>Vendor/ Firm Name:</b>	
<b>Address:</b>	
<b>Telephone No.:</b>	<b>Fax No.:</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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5P420-22-0055A

**Amendment No.:**  
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**Contracting Authority:**  
Amy Barrett Lichter

**Client Reference No.:**  
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**Title:**  
Security and Compliance Services – Pacific Rim National Park Reserve Parks Canada

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

### **Security Requirements**

There are security requirements associated with this requirement. For further instructions, consult Part 1 – General Information and Part 6 – Resulting Contract Clauses.

### **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**

New personnel security clearance requests require the fingerprinting of individuals to conduct a criminal record check. The validity of an existing personnel security clearance issued by the Government of Canada is not affected by this requirement of the criminal record check process. Contractors who require personnel security clearances to perform a contract for the Government of Canada are responsible for all costs associated with obtaining the security clearances.

**1.1.1.** Before award of a contract, the following conditions must be met:

- (a) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
- (b) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

**1.1.2.** Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

### **1.2. Statement of Work**

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### **1.3. Mandatory site visit**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 2040 Pacific Rim Highway Ucluelet, British Columbia on March 22, 2023. The site visit will begin at 0900 PDT, in the Parks Canada Administration Office.

Bidders must communicate with the Contracting Authority no later than 14:00h on March 15, 2023 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

### **1.4. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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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 5.4 of [2003](#), Standard Instructions – Goods or Services – Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

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 may not be accepted.**

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

The only acceptable email address for responses to bid solicitations is [soumissionsouest-bidswest@canada.ca](mailto:soumissionsouest-bidswest@canada.ca)

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### **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.

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**

- 4.1.2.1.** 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.

#### 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

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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.** The following security requirements apply to and form part of the Contract.

**6.1.1.1.** The Contractor/Offeror's personnel as well as their subcontractors that require unescorted access to work site(s) as well as access to sensitive assets or information must EACH hold and maintain a valid RELIABILITY STATUS, granted or approved by Parks Canada Agency Security Directorate (PCASD).

*\*Sensitive assets may include: Cash, artefacts, firearms, explosives, keys, vehicles, Historic sites and buildings, electronic equipment, IT networks, Critical installations and systems, etc.*

**6.1.1.2.** The Contractor/Offeror's personnel as well as their subcontractors MUST NOT remove any PCA information or assets from the identified work site(s) without consent from a PCA employee, and they must ensure that their personnel are made aware of and comply with this restriction.

### **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 five (5) days 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. Minimum Work Guarantee**

**6.2.2.1.** In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10% of the Maximum Contract Value.

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**6.2.2.2.** Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph **6.2.2.3.** In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

**6.2.2.3.** In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

**6.2.2.4.** Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### **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.

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 four (4) additional one (1) year period(s), April 1, 2024 to March 31, 2025 inclusive, April 1, 2025 to March 31, 2026 inclusive, April 1, 2026 to March 31, 2027 inclusive and April 1, 2027 to March 31, 2028 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 at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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## 6.5. Authorities

### 6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Amy Barrett Lichter  
Contracting Officer Parks Canada Agency  
National Contracting Services  
Chief Financial Officer Directorate  
Calgary, Alberta

Telephone: 403-589-3402  
Facsimile: 1-866-246-6893  
E-mail address: [amy.barrettlichter@pc.gc.ca](mailto:amy.barrettlichter@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.

### 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

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

The Contractor's Representative for the Contract is:

<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>

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Amendment No.:  
00

Contracting Authority:  
Amy Barrett Lichter

Client Reference No.:  
N/A

Title:  
Security and Compliance Services – Pacific Rim National Park Reserve Parks Canada

<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: Cost reimbursable – Limitation of expenditure – Work Authorizations

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

### 6.7.2. Basis of payment: Individual work authorizations

6.7.2.1. The Contractor will be paid for the Work specified in the authorized work authorization, in accordance with the Basis of payment at **Annex B**.

6.7.2.2. Canada's liability to the Contractor under the authorized work authorization must not exceed the limitation of expenditure specified in the authorized work authorization. Custom duties are included and Applicable Taxes are extra.

6.7.2.3. No increase in the liability of Canada or in the price of the Work specified in the authorized work authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 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 authorizes WAs, inclusive of any revisions,

whichever comes first.

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**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 upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

#### **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 time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- c. a copy of the Work Authorization.

**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);



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- (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**

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

#### **6.13. Insurance Requirements**

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

#### **6.15. Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A – Statement of Work of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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## **ANNEX A**

### **STATEMENT OF WORK**

#### **A. Title**

Security and Compliance Services – Pacific Rim National Park Reserve

#### **B. Objective**

Pacific Rim National Park Reserve, Ucluelet, BC requires Security and Compliance Services for the 2023 Operational Season.

#### **C. BACKGROUND**

Compliance Officers and Security/Compliance Officers shall be referred to as “Officers” hereafter.

The Project Lead for the Contractor is responsible for the dissemination of policy and direction originating from this Contract. In this capacity s/he will deal with all problems and or questions resulting from policy disseminated and will respond to all queries so posed.

Officers employed at Pacific Rim National Park Reserve are under the control of the Project Lead for the Contractor for all instructions and orders while on duty.

Dress and deportment has always been maintained at a very high standard and is a matter of policy. This professional approach to duty is both expected and supported. Officers are often visible and accessible to national park reserve visitors. Tact and diplomacy are paramount in dealing with compliance/prevention issues as well as complaints and enquiries from national park visitors.

#### **D. SCOPE OF WORK**

The Contractor must supply security, patrolling and compliance services in Green Point Campground, the day use areas and other areas within the Long Beach Unit of Pacific Rim National Park Reserve of Canada. This must be done by informing and educating the public of the regulations and policy that govern user activities in the national park reserve and requesting voluntary compliance with such direction and reporting non-compliance to the appropriate authority.

These services primarily cover the areas of quality visitor experience, public peace and administrative compliance/prevention. The Contractor must provide resource management compliance/prevention service as a secondary priority. The Contractor must focus on compliance/prevention through education and awareness.

The enforcement of federal and provincial/territorial legislation related to the maintenance of public peace is the primary responsibility of the RCMP. Parks Canada Wardens (Law Enforcement) are also responsible where it concerns impacts on Visitor Experience (see Definitions).

The enforcement of federal and provincial/territorial legislation related to resource management (the environment) is the primary responsibility of Parks Canada.

#### **E. PERIOD OF WORK**

The Contractor will provide services during the operating season (May 15 to October 15). Specific schedule to be determined at contract start-up.

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Compliance shifts will typically begin at 9:30 and end at 17:30 (8 hours of work).

Security shifts will typically begin at 19:00 until 03:00 (8 hours of work), These hours are subject to change seasonally as it gets darker earlier in August – October.

Parks Canada will approve a schedule prior to work commencing. Any deviations to this schedule must be communicated in writing to the Parks Canada Representative and accepted in writing by the Parks Canada Representative.

## **F. CONTRACTOR RESPONSIBILITIES**

### **SECTION 1 - COMPLIANCE/SECURITY**

The Contractor is responsible for provision of all labour, materials, supplies and equipment necessary to perform the work indicated herein. More specifically, the Contractor is responsible for the following:

#### **1.1 Staff and Staffing:**

- 1.1.1** Ensuring all Contractor's employees performing work under this contract maintain an enhanced Government of Canada reliability check for the duration of this contract;
- 1.1.2** Ensuring all Contractor's employees performing work under this contract are medically and physically able to perform all work under this contract (medical certificates must be produced if requested by Parks Canada);
- 1.1.3** Ensuring all Contractor's employees performing work under this contract participate in, at a minimum, the following training:
  - a. Basic Security Training and Security Workers License required as a minimum;
  - b. Any security related training required by the Province of BC;
  - c. National Park Reserve orientation, which includes but is not limited to walking all trails and visiting all facilities in the Long Beach Unit within the first 2 weeks of the officer's start date;
  - d. National Park procedures, policies and regulations (e.g. Guidelines for National Park Entry Fees);
  - e. Parks Canada Quality Visitor Experience (QVE) Training; and
  - f. On-the-job training with the Supervisor and experienced Compliance and Security/Compliance Officer(s).
- 1.1.4** Ensuring there is one person on site at all times who is competent, qualified, experienced and trained in all aspects of this contract and who is responsible for training, orientation and proper performance of the Contractor's employees and has the authority to receive, on behalf of the Contractor, any order, direction or other communication that may be given under this contract.
- 1.1.5** Upon the request of the Parks Canada Representative, immediately removing from work any person employed at this work site who, in the opinion of the Parks Canada Representative, is incompetent or has been conducting him/herself improperly and the Contractor must not permit a person so removed to remain on this work site.

#### **1.2 Equipment and Storage:**

The Contractor is responsible for provision of all equipment necessary for performance of the work, with the exception of items indicated in PARKS CANADA'S RESPONSIBILITIES (Section H). The Contractor is responsible for safekeeping and return (at any point they are requested, or at the end of the contract) of any items provided by Parks Canada for use in performance of this contract. Returned items will be returned in as good as the condition they were provided in or be replaced by the Contractor.

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The Contractor is responsible for loss or damage of any of its employees' property brought on to Parks Canada's premises.

The Contractor is responsible and will provide a list of personal protective equipment supplied to their staff for patrolling and compliance purposes

VHF Radio & Cell phone:

Communication with Parks Canada staff must be with the VHF radio and/or cell phone. The Contractor will be responsible for licensing and maintenance of 2 or 3 portable VHF radios. Radios must have equivalent coverage to the Parks Canada radios.

Parks Canada grants permission to the Contractor to use Parks Canada frequencies (Channel 1 & 2 only). It is the responsibility of the Contractor to obtain permission for other agency frequencies (e.g. RCMP) if available. The Park Canada frequencies must be the priority and will be monitored continuously during the scheduled contract period. There is a new channel being used by RCMP that is not encrypted and agencies may be able to apply to have them programmed on their radios.

### **1.3 Transportation:**

The Contractor will supply a vehicle to patrol the Long Beach Unit of the National Park Reserve. The vehicle must be in good condition and sound working order. Every effort should be made to ensure the vehicle is as environmentally friendly as possible. Electric or Hybrid vehicles are preferred, and if this is not possible the vehicle must be no more than a 4-cylinder engine (for reduced fuel consumption).

Vehicle transportation will include:

reflective wording (minimum of "Security") on sides and rear of patrol vehicle  
spot/search light for the patrol vehicle

### **1.4 Fuel:**

Pacific Rim National Park Reserve will supply a fuel card for use at the Ucluelet Petro Canada Fuel Station (fuel location can be negotiated if other gas stations are available). Fuel is supplied for Parks Canada compliance/security business only. Gas receipts must be submitted on a monthly basis.

### **1.5 Uniform:**

When on the work site, all employees performing work under this contract will be appropriately clothed and groomed and wearing Contractor identifier clothing and identifier badges, and carrying individual identity cards. Parks Canada must approve the identifiers and uniforms in advance of the start of the contract.

### **1.6 Keys and Securities:**

Each Officer must be issued with Pacific Rim National Park Reserve keys upon commencement of employment by a Technical Services Officer. These keys must be signed for and held in the member's file. Their keys must be returned upon completion of each year's contract period or upon demand of the Supervisor or Parks Canada Representative. Keys must be safeguarded at all times, must not be duplicated, and any loss or theft must be immediately reported to the Parks Canada Technical Services Officer.

### **1.7 Location of Post / Work Station:**

The location of post is roving throughout the Long Beach Unit of Pacific Rim National Park Reserve. No specific work station will be provided. The hours of operation of these facilities and day use areas vary

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and may be seasonal. Also certain locations may be closed for periods of time due to construction, seasonal offerings, cultural reasons or management purposes.

### **1.8 Insurance, Licenses and Security:**

Maintaining Insurance requirements as required by the Province of BC.

Maintaining a Security Business License in the Province of British Columbia for the duration of this contract (certificate of completion required). <https://www2.gov.bc.ca/gov/content/employment-business/business/security-services/security-industry-licensing>

The Contractor is required to obtain a valid business license to operate in Pacific Rim National Park Reserve as per the National Parks of Canada Businesses Regulations.

### **1.9 Duties to be Performed:**

The Contractor must provide security and compliance services for the Long Beach Unit, including the Green Point Campground, in accordance with a security and compliance patrol schedule outlined in PERIOD OF WORK (section E).

Compliance and Security/Compliance Officers shall conduct both vehicle and foot patrols in the course of their duties (bicycles are encouraged for some locations).

Ensuring personal safety first, Officers must seek to address compliance and safety issues where appropriate and to record and report where inappropriate to address (to be outlined in training).

The primary functions of the patrols are to observe and as ambassadors redirect inappropriate visitor activities relating to public peace, public safety, resource conservation and administrative compliance. Officers will, where appropriate, provide national park reserve users with information and education services. Officers will report non-compliance to the appropriate authority (see Compliance Duties, Security Duties, and the Compilation and Reporting sections).

The secondary function of the patrols is to report:

- 1) signs of illegal entry, theft, vandalism or fire;
- 2) hazardous situation(s);
- 3) alarms, unsecured facilities and resources;
- 4) resource management issues; and
- 5) maintenance or service deficiencies.

Officers will manage traffic to prevent congestion in parking lots or roads during incidents or accidents or during times of high congestion.

Lost and found items must be turned over to the National Park Reserve Administration Reception as soon as possible (the next day for weekdays and Monday if it occurs on weekends).

Resolve visitor concerns where appropriate; direct visitor complaints to Parks Canada and/or offer a comment card when appropriate.

During compliance shifts the compliance duties and activities are the number one priority and take precedence over all else, except emergencies. These include checking vehicles and guests for valid National Park Entry Passes. As time permits, Compliance Officer(s) will carry out security duties such as campground activities.

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During security/compliance shifts the security duties and activities are the number one priority and take precedence over other duties, except emergencies. As time permits, Security Officer(s) will carry out compliance duties such as issuing National Park Entry Pass Compliance Tickets.

### **1.10 Compliance Duties:**

#### **1.10.1 Patrolling:**

The Compliance Officer will randomly patrol Willowbrae Trailhead and Kennedy Lake day use area a maximum of twice per week (unless directed otherwise by Parks Canada) and the rest of the Long Beach Unit day use areas and parking lots will be patrolled multiple times on a daily basis.

#### **1.10.2 National Park Entry Pass:**

Provide information and assistance to national park reserve users related to policies for national park entry fees, passes, locations to purchase annual passes and automated machines.

The Compliance Officer(s) will issue National Park Entry Pass Compliance Tickets to national park reserve users not displaying an appropriate valid national park entry pass on their vehicle by securing the ticket in a visible location to the windshield of the visitor's vehicle.

Inspection of visitor vehicles to ascertain their compliance shall be standardized to ensure uniformity:

- a) Approach the vehicle from the driver's side and inspect the driver's side dash;
- b) Proceed around the front of the vehicle looking at the entire dash area and rear view mirror area;
- c) Inspect passenger side dash area, passenger seat, and floor area;
- d) Quickly inspect the rear seat area;
- e) Inspect rear window area;
- f) Inspect the driver's seat, floor and console area;

During the inspection special attention must be made to note if the vehicle:

- a) Appears on the Repeat Offenders list;
- b) Has been identified for attention by the RCMP or Parks Canada Wardens.

The compliance officer(s) must void the National Park Entry Pass Compliance Tickets when a visitor purchases the appropriate valid national park entry pass.

Inform and assist visitors on how and where to submit payment for the National Park Entry Pass Compliance Tickets. Visitors to be directed to any one of the following payment centres during their operating hours (these hours vary):

Kwisitis Visitor Centre;  
National Park Reserve Administration Building;  
Green Point Campground; and  
Visitor Information Centres – Pacific Rim Visitor Centre and Tofino Visitor Centre (when staffed with Parks Canada staff)  
After hours' visitors to be directed to drop boxes located at: Kwisitis Visitor Centre and/or Pacific Rim Visitor Centre.

#### **1.10.3 National Park Entry Pass Automated Machine Patrols:**

The Compliance Officers must, at least once per day, monitor the condition of the national park entry pass automated machines found throughout the Long Beach Unit day use areas and parking lots.

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Actions may include, checking to see if the machines are working, changing the paper or clearing paper jams, cleaning the interior of machines, and reporting any issues /vandalism.

### **1.11 Security Duties:**

The hours of operation of these facilities and day use areas vary and may be seasonal. Also certain locations may be closed for periods of time due to construction, seasonal offerings or management purposes.

#### **1.11.1 Pacific Rim Visitor Centre and/or Kwisis Visitor Centre Closing:**

The Security Officers may provide staff assistance during the closing process at the Pacific Rim Visitor Centre and/or the Kwisis Visitor Centre. This entails ensuring staff walk from the visitor centre to their vehicles safely.

#### **1.11.2 Green Point Campground Patrols:**

The Security Officers must obtain information from Green Point Campground staff at the start of the security shift in support of campground patrols. During campground patrols the Security Officers will be aware of the Green Point policies and will direct campers without a camping permit to vacant campsites, or to the Overflow parking lot area. The contractor will address Bare Campsite issues with campers and report wildlife in the campground to Parks Canada Dispatch. The contractor will also secure wildlife attractants and bring to a safe location as required, and will leave the occupants a note as to where they can retrieve these items. Upon retrieval the contractor will explain the Bare Campsite program. Repeat offenders will be documented for follow-up by Parks Canada Staff and/or Law Enforcement.

The Security Officers must patrol Green Point Campground and Beach area below Green Point between 19:00 and 03:00 (hours may vary). During campground patrols the contractor will address activities contravening campground policy or notify the Parks Canada Dispatch when appropriate. Such as,

- 1) Camping without a camping permit (in the campground, parking lot and on the beach);
- 2) Not following Bare Campsite Policy;
- 3) Not adhering to Quiet Hours or noise issues;
- 4) Too many vehicles or camping equipment on one campsite;
- 5) Lighting and maintaining beach fires.

If a campsite or guest is not following any National Park regulations, even if talked to a follow-up visit shortly after must occur to determine if they are still following rules and regulations.

An Evening Security Shift Report will be delivered to the Visitor Services Team Lead, the Visitor Experience Manager and the Parks Canada Warden Supervisor as agreed to on a daily basis.

If there is any issue with a specific campsite (ex. Noise, too many pieces of camping equipment, etc.), the security team must address the issue and check back at least once to ensure the situation has been fully resolved. This follow-up interaction must be documented.

#### **1.11.3 National Park Entry Pass Automated Machine Patrols:**

The Security Officers must, at least once per evening, monitor the condition of the national park entry pass automated machines found throughout the Long Beach Unit day use areas.

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#### **1.11.4 Day Use Area Gates:**

The Security Officer must patrol and close (starting at 23:00) at the following day use areas:

- Kennedy Lake Road;
- Florencia Bay Road;
- Wickaninnish Beach Parking Lots;
- Long Beach Parking Lots;
- Incinerator Rock Parking Lot;
- Schooner Cove Parking Lot;
- Radar Hill Road; and
- Lower Radar Hill Parking Lot

In the case of vacant vehicles, a sweep of the adjacent beach and/ or trail will be conducted. If the owner of the vacant vehicle is not located, DO NOT LOCK GATE, document the make/model of vehicle(s) including the license plate, close the gate (dummy lock) and report the incident to the Parks Canada dispatch.

#### **1.11.5 Miscellaneous:**

In the event of any large bonfires, alcohol consumption, excessive noise, or national park reserve users refusing to leave the closed areas, the Security Officer shall immediately notify Parks Canada Wardens (Parks Canada dispatch) or the RCMP; the contractor will then observe, report, and record until otherwise directed.

#### **1.12 Compilation and Reporting:**

The Contractor's Project Lead will address issues and concerns on an on-going basis with the Visitor Experience Manager (the day after for any major issues).

Once per week the Contractor must compile and deliver (hardcopy) a copy of each unpaid National Park Entry Pass Compliance Ticket to the Parks Canada Administration Receptionist.

The Compliance Officer or Parks Canada staff will enter the data associated with the National Park Entry Pass Compliance Tickets in the database during the last 30 minutes of every compliance shift. The Supervisor will check the entry of the National Park Entry Pass Compliance Tickets once the data is entered in the database for accuracy.

The Contractor must compile and submit to the Visitor Services Team Lead, the Visitor Experience Manager and Parks Canada Warden Supervisor electronically:

- a) A daily report on all activities from the previous night
- b) A weekly Failure to Display Report. The Supervisor will also submit the Failure to Display Report to the Parks Canada identified collection agency after a three week waiting period (this is still to be confirmed). Failure to Display Reports will take into account the Compliance Sheets filled out by Parks Canada staff at the national park facilities. The Compliance Sheets will be kept at the National Park Administration Building Reception for pick up by the Supervisor.
- c) A Repeat Offenders List. This list consists of any vehicle with three or more National Park Entry Pass Compliance Tickets. The list will be updated when new offenders are added.



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- d) A monthly Compliance Summary Report. This report will include data on the number of National Park Entry Pass Compliance Tickets written, paid, unpaid and sent to collection agency (this is still to be confirmed).
- e) An End of Season Report within one month of completion of the field work. Report will include but not be limited to observations and recommendations related to staffing, training, scheduling, process and policy, duties and equipment.

### **1.13 Prevention Duties and Reporting Protocols:**

The Contractor must always assess and evaluate the situation prior to engaging in prevention. Follow prevention training protocols and procedures

### **1.14 Assistance to Parks Canada Wardens/RCMP:**

In the event of the following situations, the Contractor must:

#### **1.14.1 Public Drinking and Intoxication –** notify Parks Canada Wardens, Park Canada Dispatch or RCMP regarding intoxication or groups drinking within the national park reserve.

**Drinking and Driving** - notify Parks Canada Wardens or RCMP. Park Wardens can deal with drinking and driving found committing but all complaints can go to the RCMP and inform Park Wardens as well in case in the immediate area.

**National Park Reserve Regulations (Minor Offences)** – inform and educate the public then observe, record and report to Parks Canada Dispatch or Parks Canada Wardens. Otherwise report violations directly to Parks Canada Dispatch or Park Canada Wardens. If in doubt, seek advice from Park Canada Wardens prior to engaging in prevention.

**National Park Regulations** (major offences e.g. poaching, wildlife harassment, removal of natural or cultural objects) – observe, record and report to Park Canada Dispatch or Park Canada Wardens.

**Vehicle or Property Vandalism/theft** – contact the Parks Canada Wardens, Parks Canada Dispatch or RCMP regarding vandalism and theft. Write Incident/Occurrence report and forward to the RCMP and Parks Canada Wardens. Parks Canada Wardens often act as the communication liaison with the RCMP as they generally know who is on or who should be contacted in the event of a theft.

**Traffic Accidents** – notify Parks Canada Dispatch, Parks Canada Wardens or Resource Conservation by VHF Radio and/or call 911 and assist as directed by Parks Canada staff or emergency responders.

**Wildlife Incidents** – notify Park Canada Dispatch or Resource Conservation regarding bear incidents reported from public, document bear sightings on Wildlife Observation Form as provided by Parks Canada staff and submit to Resource Conservation.

**Wildlife Remains** – notify Resource Conservation of remains.

**Parking Lot Closures** – assist Parks Canada staff with vehicle congestion due to parking lot congestion and/or closures. Parking lot congestion is not an RCMP responsibility, it is responsibility of Parks Canada.

**Missing Persons/Emergency Notifications** – assist Parks Canada staff in finding persons for emergency notifications. In a missing person's case, keep the reporting party with you at all times. Inform 911, Parks Canada Dispatch, and Resource Conservation immediately regarding a missing person.

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**Parks Canada Employee Assistance** (informs and reports)

National Park Entry Pass Automated Machine malfunctions or issues – assess situation and inform Visitor Services Team Lead of malfunction.

Trail/facility damages – witnessed or reported damages to national park reserve facilities or trails are to be reported to the Asset Manager. If the Asset Manager is unavailable contact the Maintenance staff.

Washroom malfunctions – report to Maintenance or Janitors, put “closed” sign on door or lock if possible.

**1.15 Emergency Alert Procedure:**

**1.15.1** Call the Parks Canada Dispatch, Resource Conservation or Emergency Services. REPORT any incident/occurrences requiring emergency action.

**1.15.2** Upon arrival of the Parks Canada Wardens or Emergency Services wait for further directions.

**1.15.3** Complete an Incident Report and forward a copy to the Parks Canada Warden Supervisor and Visitor Experience Manager.

**1.16 Fire:**

**1.16.1** Report the incident immediately to the Parks Canada Dispatch, Resource Conservation, the Asset Manager and/or 911.

**1.16.2** Complete an Incident Report and forward a copy to Visitor Experience Manager and Resource Conservation if natural resource related or the Asset Manager if asset related.

**1.17 First Aid:**

**1.17.1** Report ALL situations that required first aid treatment to Visitor Safety staff.

**1.17.2** Complete an Incident Report and forward a copy to the Visitor Experience Manager and Visitor Safety Lead.

**1.18 Toxic Spills:**

**1.18.1** Contact Parks Canada Dispatch and/or 911 as the first priority, then contact the Asset Manager and Resource Conservation. Secure the area.

**1.18.2** Complete an Incident Report and forward copy to Visitor Experience, Resource Conservation and Assets Managers.

**1.19 Visitor Warning Evacuation Site Security:**

**1.19.1** Contact Parks Canada Dispatch, Visitor Safety and/or 911 and keep the Incident Command Manager informed as to your actions and progress.

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**1.19.2** Complete an Incident Report and forward a copy to the Visitor Experience and Resource Conservation Managers.

**1.19.3** All building alarm/security issues shall be reported to the Asset Manager immediately.

## **G. OPTIONAL SERVICES**

Parks Canada Agency may require additional security services during the off season period (October 16 – May 14) on an as and when requested basis. The Project Authority will inform the Contractor of the requirements, and an agreement will be reached, in accordance with Annex B, as to how and when the Work is to be performed. Any additional service must be approved in writing by the Project Authority and any changes to the Contract must be authorized in writing by the Contracting Authority.

## **H. PARKS CANADA'S RESPONSIBILITIES**

Parks Canada is responsible for the following:

- a) Providing training. An initial orientation session, including Quality Visitor Experience (QVE) Training for the Officers addressing orientation to Pacific Rim National Park Reserve, the site, facilities and procedures including nature of regulations and management direction that govern user activities in the national park reserve, and protocols for requesting voluntary compliance with, and for reporting of, non-compliance to appropriate authority;
- b) Providing keys and alarm/security codes to facility and gates as required;
- c) Providing a fuel card to purchase vehicle fuel (for compliance/security related duties only)
- d) Providing National Park Entry Pass Compliance Tickets;
- e) Providing comment cards and Parks Canada publications for distribution to national park reserve users;
- f) Providing Parks Canada radio frequency for the purpose of this contract. The radio frequency shall be removed from the radios once the contract is complete
- g) Providing a Shift Report Template
- h) Provide training on repairing, maintenance and changing paper/card readers in the automated National Park Entry pass Machines.

Parks Canada is not responsible for the following:

- Parks Canada is not responsible for damage to or loss of any of the Contractor's supplies, materials, vehicle or equipment or to the Contractor's employee's personal belongings brought to the national park reserve;
- Providing permission for other agency radio frequencies e.g. RCMP.

## **I. DEFINITIONS**

**Prevention:** proactive and reactive actions taken by appropriately trained Parks Canada Agency employees and partners/contractors to prevent negative incidents before they occur or to address them in a non-enforcement manner in their early stages, ensuring that Parks Canada Agency heritage places are enjoyed in ways that leave them unimpaired for present and future generations and ensuring, to the extent that is reasonably practicable, that every Parks Canada Agency visitor has a peaceful and enjoyable visit without being disturbed by others or causing a disturbance to others.

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**Patrol:** means traveling on lands, for the purpose of maintaining watch in order to accomplish a specific objective such as natural and cultural management and protection, or the safety and security of facilities and national park reserve users.

**Public Peace:** means compliance related to maintaining social harmony and is referenced in federal (including portions of the Canada National Parks Act) and provincial /territorial legislation intended to control anti-social behavior and uphold the law of the land. (e.g. Illegal drinking, speeding or moving violations, assaults, trespass, drugs, noise, rowdyism, etc.)

**Resource Management:** means compliance aimed at protecting natural and cultural resources from the impacts of human use or activities. (e.g. Illegal collecting of natural or cultural objects, harassing wildlife, illegal camping or camping off designated sites, dogs off leash, area closures, bare campsite program in Green Point Campground, littering, pollution, poaching, cutting or damaging vegetation, etc.)

**Administrative Compliance:** means compliance with administrative rules (e.g. checking for camping permits, national park entry passes, illegal overnight parking in day use areas, etc.)

**Day Use Area:** means specified areas open daily between the hours of 0800 and 2300.

**Protective Equipment:** means equipment, clothing, materials or supplies issued on a general or restricted basis for the purposes of promoting staff safety while conducting compliance and patrol activities related to this proposal.

## **J. PARKS CANADA CONTACT INFORMATION**

\*\* To be provided at contract award \*\*

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## ANNEX B

### BASIS OF PAYMENT

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

#### Financial Bid Submission Requirements

- (a) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (b) All prices are in Canadian dollars, FOB destination
- (c) Customs duties are included and Applicable Taxes are extra.
- (d) Bidders must submit a firm price for all items listed in Annex B - Basis of Payment.
- (e) The bid will be evaluated as follows:
- (f) Total Evaluated Bid Price Calculation: For the purposes of evaluation, the evaluated bid price will be comprised of the **combined sums** of **Table 1 and Table 2** set out below.

#### 1. Firm Unit Price(s) – Contract

##### a) Monthly vehicle and equipment charges

For items 1.1.1, 1.2.1, 1.3.1, 1.4.1, 1.5.1 and items 2.1.1, 2.2.1, 2.3.1, 2.4.1 and 2.5.1 Equipment charges, The Contractor will be reimbursed for the direct expenses for logistic support reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers. Items to be covered require Project Authority pre-approval.

#### **Table 1. Required Services – Peak Season Coverage - Firm Unit Prices:**

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

Item No.	Description	Unit of Measurement	Firm Unit Price(s) (PU)	Estimated Quantity (EQ)	Extended Total(s) (EQ x PU)
1.1	<b>Contract Year 1: April 1, 2023 to March 31, 2024</b>				
1.1.1	Monthly vehicle and equipment charges not covered in unit pricing 1.1.2 through 1.1.7	Limitation of Expenditure (up to a value of) \$2,500.00			\$
1.1.2	Hourly Rate: Compliance/Security Officers (estimated for two (2) officers per day, eight (8) hours a day, for 120 days)	Hourly	\$	1,920 hours	\$
1.1.5	Hourly Rate: Compliance/Security Supervisor (estimated for one (1) supervisor per day, eight (8) hours a day, for 120 days)	Hourly	\$	1,008 hours	\$
1.1	<b>Combined Estimated Total Firm Unit Price(s): Sum of items 1.1.1 through 1.1.3 (excluding applicable tax)</b>				\$
1.2	<b>Option Year 1: April 1, 2024 to March 31, 2025</b>				
1.2.1	Monthly vehicle and equipment charges not covered in unit pricing 1.2.1 through 1.2.7	Limitation of Expenditure (up to a value of) \$2,500.00			\$
1.2.2	Hourly Rate: Compliance/Security Officers (estimated for two (2) officers per day, eight (8) hours a day, for 120 days)	Hourly	\$	1,920 hours	\$

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1.2.3	Hourly Rate: Compliance/Security Supervisor (estimated for one (1) supervisor per day, eight (8) hours a day, for 120 days)	Hourly	\$	1,008 hours	\$
1.2	<b>Combined Estimated Total Firm Unit Price(s): Sum of items 1.2.1 through 1.2.3 (excluding applicable tax)</b>				\$
1.3	<b>Option Year 2: April 1, 2025 to March 31, 2026</b>				
1.3.1	Monthly vehicle and equipment charges not covered in unit pricing 1.3.2 through 1.3.7	Limitation of Expenditure (up to a value of) \$2,500.00			\$
1.3.2	Hourly Rate: Compliance/Security Officers (estimated for two (2) officers per day, eight (8) hours a day, for 120 days)	Hourly	\$	1,920 hours	\$
1.3.3	Hourly Rate: Compliance/Security Supervisor (estimated for one (1) supervisor per day, eight (8) hours a day, for 120 days)	Hourly	\$	1,008 hours	\$
1.3	<b>Combined Estimated Total Firm Unit Price(s): Sum of items 1.3.1 through 1.3.7 (excluding applicable tax)</b>				\$
1.4	<b>Option Year 3: April 1, 2026 to March 31, 2027</b>				
1.4.1	Monthly vehicle and equipment charges not covered in unit pricing 1.4.2 through 1.4.7	Limitation of Expenditure (up to a value of) \$3,000.00			\$
1.4.2	Hourly Rate: Compliance/Security Officers (estimated for two (2) officers per day, eight (8) hours a day, for 120 days)	Hourly	\$	1,920 hours	\$
1.4.3	Hourly Rate: Compliance/Security Supervisor (estimated for one (1) supervisor per day, eight (8) hours a day, for 120 days)	Hourly	\$	1,008 hours	\$
1.4	<b>Combined Estimated Total Firm Unit Price(s): Sum of items 1.4.1 through 1.4.3 (excluding applicable tax)</b>				\$
1.5	<b>Option Year 4: April 1, 2027 to March 31, 2028</b>				
1.5.1	Monthly vehicle and equipment charges not covered in unit pricing 1.5.2 through 1.5.7	Limitation of Expenditure (up to a value of) \$3,000.00			\$
1.5.2	Hourly Rate: Compliance/Security Officers (estimated for two (2) officers per day, eight (8) hours a day, for 120 days)	Hourly	\$	1,920 hours	\$
1.5.3	Hourly Rate: Compliance/Security Supervisor (estimated for one (1) supervisor per day, eight (8) hours a day, for 120 days)	Hourly	\$	1,008 hours	\$
1.5	<b>Combined Estimated Total Firm Unit Price(s): Sum of items 1.5.1 through 1.5.3 (excluding applicable tax)</b>				\$
A	<b>Combined Estimated Total Firm Unit Price(s) (Items 1.1 + 1.2 + 1.3 + 1.4 + 1.5) (excluding applicable tax)</b>				\$

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**Table 2. Optional Services – Off Season Coverage: Firm Unit Prices**

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, materials, labour, technical, and administrative fees, costs, and travel as required to fulfill the requirements of Section 5.0 Optional Services – Additional Hauls and Disposal of Annex A – Statement of Work as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price(s) (PU)	Estimated Quantity (EQ)	Extended Total(s) (EQ x PU)
<b>2.1</b>	<b>Contract Year 1: April 1, 2023 to March 31, 2024</b>				
2.1.1	Daily vehicle and equipment charges not covered in unit pricing 2.1.2 through 2.1.7	Limitation of Expenditure (up to a value of) \$50.00			\$
2.1.2	Hourly Rate: Compliance/Security Officers (estimated for two (1) officers per day, eight (8) hours a day, for five (5) days)	Hourly	\$	40 hours	\$
2.1.5	Hourly Regular Rate: Compliance/Security Supervisor (estimated for one (1) supervisor per day, eight (8) hours a day, for five (5) days)	Hourly	\$	40 hours	\$
<b>2.1</b>	<b>Combined Estimated Total Firm Unit Price(s): Sum of items 2.1.1 through 2.1.7 (excluding applicable tax)</b>				<b>\$</b>
Item No.	Description	Unit of Measurement	Firm Unit Price(s) (PU)	Estimated Quantity (EQ)	Extended Total(s) (EQ x PU)
<b>2.2</b>	<b>Option Year 1: April 1, 2024 to March 31, 2025</b>				
2.2.1	Daily vehicle and equipment charges not covered in unit pricing 2.2.2 through 2.2.7	Limitation of Expenditure (up to a value of) \$50.00			\$
2.2.2	Hourly Rate: Compliance/Security Officers (estimated for two (1) officers per day, eight (8) hours a day, for five (5) days)	Hourly	\$	40 hours	\$
2.2.5	Hourly Regular Rate: Compliance/Security Supervisor (estimated for one (1) supervisor per day, eight (8) hours a day, for five (5) days)	Hourly	\$	40 hours	\$
<b>2.2</b>	<b>Combined Estimated Total Firm Unit Price(s): Sum of items 2.2.1 through 2.2.7 (excluding applicable tax)</b>				<b>\$</b>
<b>2.3</b>	<b>Option Year 2: April 1, 2025 to March 31, 2026</b>				
2.3.1	Daily vehicle and equipment charges not covered in unit pricing 2.3.2 through 2.3.7	Limitation of Expenditure (up to a value of) \$50.00			\$
2.3.2	Hourly Rate: Compliance/Security Officers (estimated for two (1) officers per day, eight (8) hours a day, for five (5) days)	Hourly	\$	40 hours	\$

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2.3.5	Hourly Regular Rate: Compliance/Security Supervisor (estimated for one (1) supervisor per day, eight (8) hours a day, for five (5) days)	Hourly	\$	40 hours	\$
2.3	<b>Combined Estimated Total Firm Unit Price(s): Sum of items 2.3.1 through 2.3.7 (excluding applicable tax)</b>				\$
2.4	<b>Option Year 3: April 1, 2026 to March 31, 2027</b>				
2.4.1	Daily vehicle and equipment charges not covered in unit pricing 2.4.2 through 2.4.7	Limitation of Expenditure (up to a value of) \$50.00			\$
2.4.2	Hourly Rate: Compliance/Security Officers (estimated for two (1) officers per day, eight (8) hours a day, for five (5) days)	Hourly	\$	40 hours	\$
2.4.7	Hourly Regular Rate: Compliance/Security Supervisor (estimated for one (1) supervisor per day, eight (8) hours a day, for five (5) days)	Hourly	\$	40 hours	\$
2.4	<b>Combined Estimated Total Firm Unit Price(s): Sum of items 2.4.1 through 2.4.7 (excluding applicable tax)</b>				\$
2.5	<b>Option Year 4: April 1, 2027 to March 31, 2028</b>				
2.5.1	Daily vehicle and equipment charges not covered in unit pricing 2.5.2 through 2.5.7	Limitation of Expenditure (up to a value of) \$50.00			\$
2.5.2	Hourly Rate: Compliance/Security Officers (estimated for two (1) officers per day, eight (8) hours a day, for five (5) days)	Hourly	\$	40 hours	\$
2.5.7	Hourly Regular Rate: Compliance/Security Supervisor (estimated for one (1) supervisor per day, eight (8) hours a day, for five (5) days)	Hourly	\$	40 hours	\$
2.5	<b>Combined Estimated Total Firm Unit Price(s): Sum of items 2.5.1 through 2.5.7 (excluding applicable tax)</b>				\$
B	<b>Combined Estimated Total Firm Unit Price(s) (Items 2.1 + 2.2 + 2.3 + 2.4 + 2.5) (excluding applicable tax)</b>				\$

**Table 3: Total Combined Evaluated Price Calculation**

C	<b>Total Evaluated Bid Price (Items A+B) (excluding applicable tax)</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 – COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Parks Canada.
  - 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)		

<b>Location of Work</b>
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<b>General Description of Work to be Completed</b>
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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

#### 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

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"/> )
---

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.

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

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**Amendment No.:**  
00

**Contracting Authority:**  
Amy Barrett Lichter

**Client Reference No.:**  
N/A

**Title:**  
Security and Compliance Services – Pacific Rim National Park Reserve Parks Canada

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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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? <b>Yes ( ) No ( )</b>
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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.