

RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit National Contracting Services

Bid Fax: 1-877-558-2349

Bid E-mail Address:

soumissionsest-bidseast@pc.gc.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.

Title: Disassemble and Provide Condition Report of Luff and Side Trav Cylinders for Water Control Dam Log Lifters			
Solicitation No.: Date: September 27, 2023			
Client Reference No.: N/A			
GETS Reference No.: N/A			

Solicitation Closes:
At: 2:00 PM
Con: October 24, 2023

Time Zone:
EDT

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 Rocky Harbour, NL

F.O.B.: Plant: □	Destination: ⊠	Other: □
Address E Bonnie Kno	nquiries to: ott	
Telephone 709-636-49		
Email Add	lress: ott@pc.gc.ca	
Destinatio Peterborou	•	ces, and Construction:

TO BE COMPLETED BY THE BIDDER

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



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Control Dam Log Lifters

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 soumissionsest-bidseast@pc.gc.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsest-bidseast@pc.gc.ca will not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-877-558-2349.

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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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Solicitation No.:	Amendment No.:	Contracting Authority:
5P300-23-0155/A	00	Bonnie Knott
Client Reference No.:	Title:	
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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. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Dam at Lock 22, 3779 Nassau Mills Rd, Peterborough, ON on October 10, 2023. The site visit will begin at 1:00 PM EDT.

Bidders are requested to communicate with the Contracting Authority no later than October 5, 2023 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

1.4. Debriefings

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

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PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2023-06-08), 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 1-877-558-2349.

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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.

2.3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than (5) five 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 Ontario.

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 <u>Buy and Sell website</u>, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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.

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 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, <u>if applicable</u>, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame 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), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Bidder, regardless of their status under the <u>Ineligibility and Suspension Policy</u>, must provide the information requested at **Annex D** 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 E 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".

6.3. Standard Clauses and Conditions

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

6.3.1. General Conditions

2010C (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 Work is to be performed from date of Contract to March 31, 2025.

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Bonnie Knott Contracting Advisor Parks Canada Agency National Contracting Services Chief Financial Officer Directorate Rocky Harbour, NL A0K 4N0 Solicitation No.: Amendment No.: Contracting Authority: 5P300-23-0155/A 00 Bonnie Knott

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Control Dam Log Lifters

Telephone: 709-636-4953

E-mail address: bonnie.knott@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

The Contractor's Representative for the Contract is: **submit with bid**

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

6.6. Proactive Disclosure of Contracts with Former Public Servants

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

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6.7. Payment

6.7.1. Basis of Payment- Firm Price

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 \$_____ (insert at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.7.2. Progress Payment

- Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to the amount claimed and approved by Canada if:
 - (a) an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) the amount claimed is in accordance with the basis of payment.
- Progress payments are interim payments only. Canada may conduct a government audit and interim
 time and cost verifications and reserves the rights to make adjustments to the Contract from time to
 time during the performance of the Work. Any overpayment resulting from progress payments or
 otherwise must be refunded promptly to Canada.

6.8. Invoicing Instructions

 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:
- Invoices must be distributed as follows:
 - a) The invoice 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.

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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 <u>2010C</u> (2022-12-01), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Attestation and Proof of Compliance with Occupational Health and Safety (OHS)
- (f) 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- No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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 Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B 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

Luff and Side Travel Cylinders

1.0 PROJECT SCOPE OF WORK AND OBJECTIVES

- 1.1 <u>Background:</u> Parks Canada Agency (PCA) requires new and refurbished hydraulic cylinders for luffing and side travel applications on water control dam log lifters.
- 1.2 <u>Objective:</u> Vendor to provide all labour, material, equipment and expertise to breakdown the provided luff and side travel cylinders (one (1) luff and one (1) side travel cylinder; two (2) cylinders total), create condition reports for each cylinder, provide a cost estimate to PCA for the refurbishment of the provided cylinders, provide PCA with a new off-the-shelf cylinder option as a potential replacement and if an off-the-shelf option is not available, provide a cost estimate to create new drawings for the fabrication of new cylinders and a cost estimate to fabricate new cylinders based on the newly created drawings.

1.3 Scope of Work, Mandatory:

The Vendor must:

1.3.1 Pickup two (2) cylinders, one (1) luff cylinder and one (1) side travel cylinder from PCA at the following location:

Kawartha Sector Shop 2155 Ashburnham Drive Peterborough, ON K9J 6Z6.

- 1.3.2 Disassemble the two (2) cylinders and evaluate their components.
- 1.3.3 Create and provide to PCA a condition report for each of the provided cylinders. Each report should detail deficiencies and list recommendations including suggested replacement parts, machining requirements and changes/updates to their design to return them to like new condition.
- 1.3.4 Identify off-the-shelf cylinder alternatives that could be used to replace the luff and side travel cylinders.
- 1.3.5 If no off-the-self alternative is available, provide PCA with a quote to develop new design drawings, specifications and parts lists for each type of cylinder (luff and side travel) based on the dimensions and components of the provided cylinders.
- 1.3.6 Provide PCA with a quote to refurbish the provided cylinders to as new condition.
- 1.3.7 Provide PCA with a quote to fabricate new two (2) replica luff cylinders and two (2) replica side travel cylinders based on the provided cylinders.

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1.3.8 Deliver the two (2) provided cylinders back to PCA at the following location:Kawartha Sector Shop2155 Ashburnham DrivePeterborough, ON K9J 6Z6

Delivery to be co-ordinated with PCA a minimum of <u>two (2) days</u> prior to delivery. Delivery times: Monday to Thursday, 10:00 am to 3:00 pm.

1.4 Scope of Work, Optional:

- 1.4.1 Following receipt of the condition reports, PCA may require the vendor to refurbish the provided luff and side travel cylinders to like new condition. The vendor must:
 - Provide a quote to PCA that includes labour, parts, materials and mark-up costs to complete the refurbishment of each cylinder (two (2) total).
 - Weigh the provided cylinders and ensure replacement parts and recommended work to refurbish the cylinders does not increase their measured weight by more than 10%.
 - Ref rain f rom commencing refurbishment work until receiving written approval from PCA.
 - Test refurbished cylinders as per the attached *Parker Hannifin Standard Test Procedure for Hydraulic Cylinders* (Appendix A).
 - Deliver the refurbished cylinders to PCA as per 1.3.8.
- 1.4.2 If no off-the-shelf alternatives are available to replace the luff and side travel cylinders, PCA may require the vendor to create new design drawings, specifications and parts lists for each cylinder type based on the breakdown and dimensions of the provided cylinders. The vendor must:
 - Provide a quote to PCA that includes all labour and material costs to develop new drawings and specifications for each type of cylinder (luff and side travel).
 - Refrain from commencing design work until receiving written approval from PCA.
 - Weigh the provided cylinders and ensure the new cylinder designs do not increase their measured weight by more than 10%.
 - Create detailed fabrication drawings, parts lists and specifications for each type of cylinder (luff and side travel) based on the breakdown and evaluation of components.
 - Supply drawings to PCA in PDF and DWG formats, also provide any 3D models that are produced.
- 1.4.3 If PCA authorizes the vendor to create new fabrication drawings and they are accepted and approved by PCA, the vendor may be required to fabricate up to seventeen (17) luff cylinders and seventeen (17) side travel cylinders. The minimum order would be for two (2) of each type of cylinder, for a total of four (4) cylinders.

The vendor must:

Provide a quote to fabricate up to seventeen (17) luff cylinders.

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- Provide a quote to fabricate up to seventeen (17) side travel cylinders.

- Refrain from commencing fabrication work until receiving written approval from PCA.
- Weigh the provided cylinders and ensure the newly fabricated cylinders do not increase their measured weight by more than 10%.
- Test the newly fabricated cylinders as per the attached *Parker Hannifin Standard Test Procedure for Hydraulic Cylinders* (Appendix A).
- Deliver the newly fabricated cylinders to PCA as per 1.3.8.
- 1.4.4 PCA may require the additional refurbishment of up to eleven (11) luff cylinders and eleven (11) side travel cylinders for a total of twenty-two (22) cylinders. The vendor must:
 - Provide a quote to PCA that includes pick-up as per 1.3.1, labour, parts, materials and mark-up costs to complete the refurbishment of up to eleven (11) luff cylinders.
 - Provide a quote to PCA that includes pick-up as per 1.3.1, labour, parts, materials and mark-up costs to complete the refurbishment of up to eleven (11) side travel cylinders.
 - Create condition reports as per 1.3.3.
 - Weigh the provided cylinders and ensure replacement parts and recommended work to refurbish the cylinders does not increase their measured weight by more than 10%.
 - Refrain from commencing refurbishment work until receiving written approval from PCA.
 - Test refurbished cylinders as per the attached *Parker Hannifin Standard Test Procedure for Hydraulic Cylinders* (Appendix A).
 - Deliver the refurbished cylinders to PCA as per 1.3.8.

2.0 DELIVERABLES

2.1 Mandatory:

- 2.1.1 The vendor will provide pickup and delivery to and from the PCA address listed above.
- 2.1.2 The vendor will provide all labour, material, equipment and expertise to breakdown, evaluate and create condition reports for each provided cylinder.
- 2.1.3 The vendor will identify off-the-self alternatives for PCA to replace the luff and side travel cylinders.
- 2.1.4 If no off-the-self options are available, the vendor will provide a quote to create new design drawings, specifications and parts lists to be used in the fabrication of new cylinders.
- 2.1.5 The vendor will provide a quote to refurbish the provided cylinders to like new condition.
- 2.1.6 The vendor will provide a quote to fabricate two (2) new replica luff cylinders and two (2) new replica side travel cylinders based on the provided cylinders.

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2.1.7 PCA will provide one (1) luff cylinder and one (1) side travel cylinder to the vendor for breakdown and evaluation.

2.1.8 PCA will provide all available drawings and reference material for each cylinder.

2.2 Optional:

- 2.2.1 Following PCA approval, the vendor will refurbish the two (2) cylinders provided as reference.
- 2.2.2 If no off-the-shelf options are available, PCA may require the vendor to create new design drawings, specifications and parts lists to fabricate new luff and side travel cylinders.
- 2.2.3 Following PCA approval, the vendor will fabricate up to seventeen (17) luff cylinders and seventeen (17) side travel cylinders based on the newly created specifications and drawings.
- 2.2.4 PCA may require the vendor to refurbish up to eleven (11) additional luff cylinders and eleven (11) additional side travel cylinders.

3.0 SCHEDULE

- 3.1 Vendor to pick-up the two (2) reference cylinders from PCA within one (1) week of award of bid.
- 3.2 Vendor to complete all mandatory work within four (4) weeks of award of bid.
- 3.3 Vendor to complete optional design drawings within eight (6) weeks of award of bid.
- 3.4 Vendor to complete optional refurbishment work within six (8) weeks of award of bid.
- 3.5 Vendor to complete the optional fabrication of two (2) luff cylinders and two (2) side travel cylinders within twelve (12) weeks of award of bid.
- 3.6 Vendor to provide two (2) luff cylinders and two (2) side travel cylinders to PCA every four (4) weeks until all optional units are fabricated.
- 3.7 Vendor to complete all optional fabrication work within 10 months of award of bid.
- 3.8 Vendor to complete optional refurbishment of additional cylinders as required by PCA up to March 31st, 2025.

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ANNEX B

BASIS OF PAYMENT

Financial Bid Submission Requirements

(a) Bidder must submit its financial bid in accordance with this Basis of Payment.

- (b) The bid must be submitted in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- (c) Total Combined Evaluated Estimated Bid Price Calculation:

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

A. Required Services- Firm Price- Contract Period-Contract award to March 31, 2025

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

Item No.	Description	Unit of Measurement	Firm Price
A.1	Mandatory Work Section 1.3 and 2.1 outlined in SOW Annex A	Lump Sum	\$
(A)	TOTAL FIRM PRICE		\$

B 1. Optional Services-Contract Period- Contract Award to March 31, 2025

For item 1.4 and 2.2 Optional of Annex A – Statement of Work/Requirement:

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

Item No.	Description	Unit of Measurement	Firm Price
B.1	Creation of Drawings	Lump Sum	\$
(B1)	TOTAL FIRM PRICE		\$

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B.2 Optional Services-Labour

For Items 1.4 and 2.2 of Annex A-Statement of Work

If exercised, in consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid for the actual hours worked at the firm hourly rates detailed below. The Contractor will be paid an initial half hour minimum charge calculated from the time the Contractor's technician arrives on-site. All additional chargeable time, over and above the first half hour, will be rounded to the nearest quarter hour.

Item No.	Description	Unit of Measurement	Firm Hourly Rate (a)	Estimated Quantity (b)	Extended Total = a x b
B2.1	Labour	Per Hour	\$	1500	\$
(B2)		\$			

B.3. Materials and Replacement Parts

For items 1.4 and 2.2 of Annex A – Statement of Work/Requirement:

If exercised, in consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be reimbursed for the materials and replacement parts 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.

Item No.	Description	Firm % Mark-up (a)	Estimated Value (b)	Extended Total = (1+a) x b
Ex.	Example	5% (=0.05)	\$1,000.00	\$1,050.00
B3.1	Materials and Replacement Parts	%	150,000.00	\$
(B3)	TOTAL MATERIALS AND REPLACEMENT PARTS			\$

B4. Sub-total Evaluated Bid Price - Contract Period - Contract award date to March 31, 2025

Item	Description	Bid Price
(B)	SUB-TOTAL EVALUATED BID PRICE - Contract Period Sum of B1 + B2 + B3 =	\$

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C. Total Evaluated Bid Price

Item	Description	Bid Price
(A)	Total Firm Price Required Services	\$
(B)	Optional Services	\$
(C)	TOTAL EVALUATED BID PRICE Sum of Bid Price(s)	\$

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

N/A

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.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager		
Prime Contractor		
Subcontractor(s) (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.
t	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,attest that document	(contractor), certify that I have read, understood and my firm, employees and all sub-contractors will comply with the requirements set out in this and the terms and conditions of the contract.
Name:	
Signature	2:
Date:	

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ANNEX D TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

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

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

List of Names

Name	Title

Solicitation No.: Amendment No.: **Contracting Authority:** 5P300-23-0155/A 00 Bonnie Knott **Client Reference No.:** N/A Disassemble and Provide Condition Report of Luff and Side Travel Cylinders for Water Control Dam Log Lifters **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 E TO PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all 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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published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-1</u> 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 \mbox{Yes} () \mbox{No} () terms of the Work Force Adjustment Directive?

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.