



**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](mailto: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.

**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

<b>Title:</b> Provide Tier 2 & 3 Infrastructure Snow & Ice Control-Rouge National Urban Park	
<b>Solicitation No.:</b> 5P300-23-0219/B	<b>Date:</b> November 10, 2023
<b>Client Reference No.:</b> N/A	
<b>GETS Reference No.:</b> N/A	

<b>Solicitation Closes:</b> <b>At: 2:00 PM</b> <b>On: November 20, 2023</b>	<b>Time Zone:</b> <b>EST</b>
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<b>F.O.B.:</b> Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>
<b>Address Enquiries to:</b> Bonnie Knott
<b>Telephone No.:</b> 709-636-4953
<b>Email Address:</b> <a href="mailto:Bonnie.knott@pc.gc.ca">Bonnie.knott@pc.gc.ca</a>
<b>Destination of Goods, Services, and Construction:</b> Rouge National Urban Park

**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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Bonnie Knott

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### **IMPORTANT NOTICE TO BIDDERS**

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

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

The only acceptable email address for responses to the bid solicitation is [soumissionsest-bidseast@pc.gc.ca](mailto: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](mailto:soumissionsest-bidseast@pc.gc.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.

#### **Direct Deposit**

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

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

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## **PART 1 – INFORMATION AND INSTRUCTIONS**

### **1.1. Security Requirements**

1.1.1. There is no security requirement associated with the bid solicitation.

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

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.3. Debriefings**

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

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## **PART 2 – BIDDER INSTRUCTIONS**

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

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

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

The [2003](#) (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.**

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

### **2.3. Enquiries – Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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

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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 [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.

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

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

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

#### **5.2.1. Integrity Provisions – Required Documentation**

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

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), must provide the information requested at **Annex E to Part 5 of the Bid Solicitation** prior to contract award.

#### **5.2.2. Former Public Servant**

Contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds.

In order to comply with Treasury Board policies and directives on contracts awarded to Former Public Servants, the Bidder must provide the information requested at **Annex F to Part 5 of the Bid Solicitation** prior to contract award.

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

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

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

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

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

### **6.1. Security Requirements**

**6.1.1.** There is no security requirement applicable to the Contract.

### **6.2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

#### **6.2.1. Work Authorization:**

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.

#### **Work Authorization Process:**

1. The Project Authority will provide the Contractor with a description of the work.
2. 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.
3. The Contractor must provide the Project Authority, within 1 day of receipt, the proposed total estimated cost for performing the work and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a WA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a WA has been received will be done at the Contractor's own risk.

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

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

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

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

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

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

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All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

## **6.3.2 Supplemental General Conditions**

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

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

## **6.4. Term of Contract**

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

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

### **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 (2) two additional (1) one year period(s) 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.

## **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

Telephone: 709-636-4953

E-mail address: [bonnie.knott@pc.gc.ca](mailto: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:

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\*\*\* 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\*\*\*

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

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

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

### 6.7. Payment

#### 6.7.1. Basis of Payment- Firm Unit Prices

For all elements covered in Annex A-Statement of Work, except for item 4.3 and items 6.5 to 6.9:

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

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

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

For elements covered in Annex A-Statement of Work, except for item 4.2 and items 6.1 to 6.4:

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

#### **6.7.3 Limitation of Expenditure- Cumulative Total of All Work Authorizations**

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

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.7.4 Monthly Payment**

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

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

#### **6.8. Invoicing Instructions**

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

Each invoice must be supported by:

- a) a copy of the Work Authorization, if applicable.
2. 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.

## **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](#) (2022-01-28), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) The Contractor's bid dated **\*\*\* to be inserted at contract award \*\*\***.

## **6.12. Government Site Regulations**

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

## **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.



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The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

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

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

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## **ANNEX A**

### **STATEMENT OF WORK**

#### **1. Introduction**

1.1. Parks Canada requires snowplowing and ice control services for its Tier 2 & 3 infrastructures (parking lots, access roads).

#### **2. Background**

2.1. Parks Canada Agency (PCA) manages Canada's first national urban park – Rouge National Urban Park – in the heart of the Greater Toronto Area, Canada's largest and most diverse metropolitan region. Rouge National Urban Park (RNUP) is one of the world's largest and best-protected urban parks, circumscribing about 80 square kilometers within the cities of Toronto, Markham, Pickering, and the Township of Uxbridge.

2.2. The park is comprised of a rich assemblage of natural, cultural, and agricultural landscapes with many remarkable features, including rich biodiversity with over 1,700 species of plants and animals; some of the last remaining working farms in the Greater Toronto Area; Carolinian forests; Toronto's only campground; one of the region's largest marshes; unspoiled beaches; amazing hiking opportunities; and human history dating back over 10,000 years, including some of Canada's oldest known Indigenous Peoples' sites and villages. The park is also home to a national historic event, the Toronto Carrying Place trail, an Indigenous travel route linking Lake Ontario in the south to Lake Simcoe to the north.

#### **3. Objective**

3.1. Retain a Contractor to provide snow and ice control services including plowing, massing, removal, salting, sanding, and other maintenance of parking lots and driveways for the 2023-2024 winter season (approximately Nov 1-March 31) plus two additional option years.

#### **4. Scope**

4.1. The Contractor will be responsible for snow and ice clearing of the properties listed below:

##### **4.2. Tier 2 Required Service (Bi-weekly Service)**

4.2.1. 6994 19<sup>th</sup> Avenue, Markham ON (19<sup>th</sup> Avenue Day Use Area)

4.2.2. 7455 Elgin Mills Road East, Markham, ON (Black Walnut Teardrop Parking Lot, West of Reesor Road)

4.2.3. 7535 Elgin Mills Road East, Markham ON (Black Walnut Overflow Parking Lot)

4.2.4. 7401 Reesor Road, Markham ON (Staff House)

4.2.5. 1749 Meadowvale Road, Scarborough, ON (Zoo Road Trail Parking Lot,)

4.2.6. 55 Twyn Rivers Drive, Scarborough ON (Twyn Rivers Day Use Area Parking Lot,)

4.2.7. 195 Rough Hills Drive, Scarborough ON (Rough Beach)

##### **4.3. Tier 3 Work Authorization (As Needed)**

4.3.1. 1867 Concession Road 2, Uxbridge ON (Glasgow Trailhead Parking Lot)

4.3.2. 5460 Sideline 30, Pickering, ON (Sideline 30 Trailhead Parking Lot)

4.3.3. 190 Concession Road 9, Pickering, ON (Concession Road 9 Trailhead Parking Lot)

4.3.4. 7322 Major Mackenzie Drive East, Markham, ON (Major Mackenzie Trailhead Parking Lot)

4.3.5. 7741 16<sup>th</sup> Avenue, Markham, ON (16<sup>th</sup> Ave Trailhead Parking Lot)

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4.3.6. 7914 14<sup>th</sup> Avenue, Markham, ON (Monarch Trailhead 14<sup>th</sup> Avenue Parking Lot)

4.3.7. 7373 Reesor Road, Markham, ON (Monarch Trailhead Reesor Road Parking Lot)

## **5. Requirements & Tasks**

5.1. The Contractor will provide the following:

5.1.1. Plow snow from parking lots and driveways.

5.1.2. Mass snow to reduce the impact of runoff from melting.

5.1.3. Apply ice control products as required to ensure safe conditions for both walking and driving.

5.1.4. Clear snow and ice from walkways, sidewalks, and staircases.

5.1.5. Ensure access to the parking lot and buildings (if applicable) is safe and clear of snow and ice.

5.1.6. Ensure additional infrastructure elements identified by PCA are kept free of snow and ice (e.g., well heads or septic covers).

## **6. Deliverables Tier 2**

6.1. Once every two weeks the Contractor will complete the plowing, and ice control service for all Tier 2 lots. PCA preferred these days to be Thursdays or Fridays in advance of weekends. The Contractor is to provide a service schedule for the contract term.

6.2. Work must be completed between 22:00-06:00.

6.3. The Contractor will open the parking lot gate to clear snow and ice and secure the parking lot gate at the end of each service.

6.4. The Contractor will complete the service as a single operation (plowing and applying ice control).

## **Work Authorizations Deliverables Tier 2 & 3**

6.5. PCA may, from time to time and depending on weather conditions within the park, authorize additional plowing and ice control services in Tier 2 and Tier 3 lots.

6.6. The Contractor must perform a plowing and ice control service within 24 hours of the service request. Service requests will be made primarily by calling the Contractor's phone number on file. An email and a text message may follow.

6.7. Work is to be completed between 22:00-06:00.

6.8. The Contractor will open the parking lot gate to clear snow and ice and secure the parking lot gate at the end of each.

6.9. The Contractor will complete the service as a single operation (plowing and applying ice control)

## **7. Travel Requirement**

7.1. There will be no travel allowance. The Contractor is solely responsible for costs incurred for travel to and from the work site.

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## **8. Location of Work**

8.1. All work will take place on Parks Canada Agency-managed lands in the Rouge National Urban Park (RNUP). The work sites are a combination of paved and gravel roads and parking areas adjacent to offices and houses situated within the park boundary.

## **9. Applicable Documents**

9.1. PCA will provide the Contractor with maps of the areas to be cleared as well as supporting documents relating to snow and ice management on PCA lands as applicable.

## **APPENDIX A**

### **RNUP Snow Removal Guidelines**

#### **1. Standards for removal of snow and ice from building entrances, roads, and parking lots**

- 1.1. Building entrances, emergency exits, sidewalks, steps, doorways, ramps, accessible parking spaces, gates, dumpsters, and exterior garbage receptacles, must be free of snow and ice to bare surfaces to their full width.
- 1.2. During ice-forming conditions, ice-control agents will be applied to these zones as needed as a single operation with plowing.
- 1.3. Gas shut-off valves, oil tanks, water tank filling access ports, and vents located on all buildings must be maintained clear of snow for access.
- 1.4. Gravel roadways and gravel parking lots must be cleared as required to ensure the roads and parking lots are not damaged and to ensure vehicular and pedestrian safety.
- 1.5. Packed snow must not exceed 5 cm on gravel roads and gravel parking lots.
- 1.6. Ice on gravel roads and gravel parking lots may require scarifying to create ridges for tire traction in addition to ice control agents.
- 1.7. All piled snow must be removed to designate stockpile areas if it impedes visibility, or is piled higher than 2 meters, for security and visibility.
- 1.8. Catch basins and culverts must be kept free of snow and debris and anything that always interferes with the free flow of run-off water.

#### **2. Stockpiling**

- 2.1. Snow is to be blown or plowed and stockpiled on each site in the snow dump areas as indicated on the snow removal maps, and keep away from obstacles, including but not limited to, trees, shrubs, flower beds, planters, fences, and walls of buildings.
- 2.2. Piled snow must not encroach on any parking spaces or obscure visibility for vehicular or pedestrian traffic.

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2.3. The Contractor is responsible for all costs associated with moving and stockpiling snow in the snow dump areas as indicated on the maps.

2.4. The Contractor is responsible for managing the snow dump areas to ensure the area is utilized to its maximum capacity.

2.5. The Contractor may be required to blow or pile the snow higher in the snow dump areas to maximize the use of this space, at their cost, if required by the PCA Project Authority.

2.6. PCA may, at its discretion, provide additional space for stockpiling within the boundary of the park in extraordinary situations for the Contractor to reduce the snow load in the assigned stockpile areas. Moving snow to these locations will be at the incumbent's cost and will take place only on a schedule pre-approved by the PCA Project Authority.

### 3. Safety

3.1. The Contractor is responsible for treating all emergency vehicle routes, parking lots, and walks as illustrated in the maps in the Annex to ensure that they are safe for vehicle and pedestrian traffic.

3.2. The Contractor must also ensure that vehicle access to and from the property and municipal roads is free of hazards that may interfere with the safe flow of traffic.

3.3. The Contractor is obliged to monitor the site according to the weather in the vicinity and apply ice melting or abrasive products as appropriate. In determining whether to apply these products in any circumstance, the incumbent must act reasonably, and apply the standards of the custom of the snow and ice maintenance industry.

### 4. Ice Control

4.1. The Contractor must submit an Ice Control Management Plan after the contract award or before the pre-commencement/kick-off meeting. This plan will be reviewed by the PCA Project Authority, and the Contractor must make any necessary adjustments to meet the operational requirements of the sites and the required services as outlined in the Statement of Work.

4.2 The ice control Management Plan must outline what products will be used and under what conditions.

Permitted ice control agents include:

**Steps, Doorways, Ramps, Walkways**

Ice melters formulated with Calcium-magnesium-acetate, or sugar beet-base are permitted.

**Parking Lots, Driveways & Roads**

Mixtures of gravel and crushed stone, sand, sodium chloride, or calcium chloride ice melt (solid or liquid brine) are permitted.

4.3 The Contractor is responsible for providing and installing storage boxes for ice melters and/or abrasives and must distribute the storage boxes before the first snowfall as approved by the PCA Project Authority.

4.4 PCA may, at their discretion, direct the Contractor to remediate areas where excess ice-control agents have been concentrated at the Contractor's cost.

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4.5 The Contractor must remove storage boxes for ice control after the final thaw in the spring, no later than April 30.

4.7 After the spring thaw, all hard surfaces and grass zones must be free of ice-control agents, no later than April 30.

4.8 At the end of the snow removal season, the Contractor must report the amount of salt and ice-control agents used on-site.

## **5. Snow markers for snow clearing**

5.1. PCA will supply and install markers to delineate key infrastructures.

5.2. If the Contractor judges it is required, they are responsible for providing and installing additional snow markers/flags to delineate the walkways, approaches, catch basins, and parking curbs before the first snowfall.

5.3. Snow markers must not penetrate more than 30cm (12") into the ground.

5.3.1. If the Contractor determines a more substantial depth is required to safely install a marker it must be reviewed and approved by the PCA project authority before installation.

5.3.2. PCA will provide a written acknowledgment of any instances of the foregoing.

5.4. Snow markers must be removed with spring thaw no later than April 30.

5.5. Parking curbs must be realigned each spring no later than May 15.

## **6. Repairs**

6.1. Repairs to PCA property (e.g., curbs, buildings, gravel moved during plowing, walkways, plantings, grass, etc.) damaged by winter snow clearing must be completed by the Contractor by May 15th.

6.2. PCA will provide written direction for any required repairs.

6.3. PCA will provide written confirmation upon completion of any repairs by the Contractor.

**APPENDIX B - Tier 2 snow and ice control location maps are attached as a separate document.**  
**APPENDIX C - Tier 3 snow and ice control location maps are attached as a separate document.**

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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 C.

#### A. Contract Period – Contract award date to March 31, 2024

##### A1. Required Services Tier 2- Firm Unit Prices

For all elements covered in Annex A – Statement of work, except for item 4.3 and items 6.5 to 6.9

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, 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 (a)	Estimated Quantity (b)	Extended Total = a x b
A1.1	Tier 2-Snow and Ice Control as per Statement of Work Annex A	Per Month	\$	5	\$
(A1)	<b>TOTAL FIRM UNIT PRICE Sum of Extended Total</b>				\$

##### A2. Work Authorizations- Extra Snow and Ice Removal Tier 2&3

For all elements covered in Annex A – Statement of work, except for item 4.2 and items 6.1 to 6.4:

If exercised, 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, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

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Contracting Authority:  
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Client Reference No.:  
N/A

Title:  
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Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
A2.1	6994 19 <sup>th</sup> Avenue, Markham ON (19 <sup>th</sup> Avenue Day Use Area)	Per Trip	\$	6	\$
A2.2	7455 Elgin Mills Road East, Markham, ON (Black Walnut Teardrop Parking Lot, West of Reesor Road)	Per Trip	\$	6	\$
A2.3	7535 Elgin Mills Road East, Markham ON (Black Walnut Overflow Parking Lot)	Per Trip	\$	6	\$
A2.4	7401 Reesor Road, Markham ON (Staff House)	Per Trip	\$	6	\$
A2.5	1749 Meadowvale Road, Scarborough, ON (Zoo Road Trail Parking Lot,)	Per Trip	\$	6	\$
A2.6	55 Twyn Rivers Drive, Scarborough ON (Twyn Rivers Day Use Area Parking Lot,)	Per Trip	\$	6	\$
A2.7	195 Rough Hills Drive, Scarborough ON (Rough Beach)	Per Trip	\$	6	\$
A2.8	1867 Concession Road 2, Uxbridge ON (Glasgow Trailhead Parking Lot)	Per Trip	\$	6	\$
A2.9	5460 Sideline 30, Pickering, ON (Sideline 30 Trailhead Parking Lot)	Per Trip	\$	6	\$
A2.10	190 Concession Road 9, Pickering, ON (Concession Road 9 Trailhead Parking Lot)	Per Trip	\$	6	\$
A2.11	7322 Major Mackenzie Drive East, Markham, ON (Major Mackenzie Trailhead Parking Lot)	Per Trip	\$	6	\$
A2.12	7741 16 <sup>th</sup> Avenue, Markham, ON (16 <sup>th</sup> Ave Trailhead Parking Lot)	Per Trip	\$	6	\$
A2.13	7914 14 <sup>th</sup> Avenue, Markham, ON (Monarch Trailhead 14 <sup>th</sup> Avenue Parking Lot)	Per Trip	\$	6	\$



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Title:  
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<b>A2.14</b>	7373 Reesor Road, Markham, ON (Monarch Trailhead Reesor Road Parking Lot)	Per Trip	\$	6	\$
<b>(A2)</b>	<b>TOTAL FIRM UNIT PRICES Sum of Extended Totals</b>				\$

**A3. Sub-total Evaluated Bid Price – Contract Period - Contract award date to March 31, 2024**

Item	Description	Bid Price
<b>(A3)</b>	<b>SUB-TOTAL EVALUATED BID PRICE – Contract Period Sum of A1 + A2 =</b>	\$

**B. Option Period 1 – April 1, 2024 to March 31, 2025 for work to occur between November 1, 2024 and March 31, 2025**

**B1. Required Services Tier 2- Firm Unit Prices**

For all elements covered in Annex A – Statement of work, except for item 4.3 and items 6.5 to 6.9

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, 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 (a)	Estimated Quantity (b)	Extended Total = a x b
<b>B1.1</b>	Tier 2-Snow and Ice Control as per Statement of Work Annex A	Per Month	\$	5	\$
<b>(B1)</b>	<b>TOTAL FIRM UNIT PRICE Sum of Extended Total</b>				\$

**B2. Work Authorizations- Extra Snow and Ice Removal Tier 2&3**

For all elements covered in Annex A – Statement of work, except for item 4.2 and items 6.1 to 6.4:

If exercised, 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, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Solicitation No.:  
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Amendment No.:  
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Contracting Authority:  
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Client Reference No.:  
N/A

Title:  
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Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
B2.1	6994 19 <sup>th</sup> Avenue, Markham ON (19 <sup>th</sup> Avenue Day Use Area)	Per Trip	\$	6	\$
B2.2	7455 Elgin Mills Road East, Markham, ON (Black Walnut Teardrop Parking Lot, West of Reesor Road)	Per Trip	\$	6	\$
B 2.3	7535 Elgin Mills Road East, Markham ON (Black Walnut Overflow Parking Lot)	Per Trip	\$	6	\$
B 2.4	7401 Reesor Road, Markham ON (Staff House)	Per Trip	\$	6	\$
B 2.5	1749 Meadowvale Road, Scarborough, ON (Zoo Road Trail Parking Lot,)	Per Trip	\$	6	\$
B 2.6	55 Twyn Rivers Drive, Scarborough ON (Twyn Rivers Day Use Area Parking Lot,)	Per Trip	\$	6	\$
B 2.7	195 Rough Hills Drive, Scarborough ON (Rough Beach)	Per Trip	\$	6	\$
B 2.8	1867 Concession Road 2, Uxbridge ON (Glasgow Trailhead Parking Lot)	Per Trip	\$	6	\$
B 2.9	5460 Sideline 30, Pickering, ON (Sideline 30 Trailhead Parking Lot)	Per Trip	\$	6	\$
B 2.10	190 Concession Road 9, Pickering, ON (Concession Road 9 Trailhead Parking Lot)	Per Trip	\$	6	\$
B 2.11	7322 Major Mackenzie Drive East, Markham, ON (Major Mackenzie Trailhead Parking Lot)	Per Trip	\$	6	\$
B 2.12	7741 16 <sup>th</sup> Avenue, Markham, ON (16 <sup>th</sup> Ave Trailhead Parking Lot)	Per Trip	\$	6	\$
B 2.13	7914 14 <sup>th</sup> Avenue, Markham, ON (Monarch Trailhead 14 <sup>th</sup> Avenue Parking Lot)	Per Trip	\$	6	\$

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<b>B 2.14</b>	7373 Reesor Road, Markham, ON (Monarch Trailhead Reesor Road Parking Lot)	Per Trip	\$	6	\$
<b>(B2)</b>	<b>TOTAL FIRM UNIT PRICES Sum of Extended Totals</b>				\$

**B3. Sub-total Evaluated Bid Price – Option Period 1**

Item	Description	Bid Price
<b>(B3)</b>	<b>SUB-TOTAL EVALUATED BID PRICE – Option Period 1 Sum of B1 + B2 =</b>	\$

**C. Option Period 2 – April 1, 2025 to March 31, 2026 for Work to occur between November 1, 2025 and March 31, 2026**

**C1. Required Services Tier 2- Firm Unit Prices**

For all elements covered in Annex A – Statement of work, except for item 4.3 and items 6.5 to 6.9

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, 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 (a)	Estimated Quantity (b)	Extended Total = a x b
<b>C1.1</b>	Tier 2-Snow and Ice Control as per Statement of Work Annex A	Per Month	\$	5	\$
<b>(C1)</b>	<b>TOTAL FIRM UNIT PRICE Sum of Extended Total</b>				\$

**C2. Work Authorizations- Extra Snow and Ice Removal Tier 2&3**

For all elements covered in Annex A – Statement of work, except for item 4.2 and items 6.1 to 6.4:

If exercised, 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, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

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Amendment No.:  
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Contracting Authority:  
Bonnie Knott

Client Reference No.:  
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Title:  
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Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
C2.1	6994 19 <sup>th</sup> Avenue, Markham ON (19 <sup>th</sup> Avenue Day Use Area)	Per Trip	\$	6	\$
C 2.2	7455 Elgin Mills Road East, Markham, ON (Black Walnut Teardrop Parking Lot, West of Reesor Road)	Per Trip	\$	6	\$
C 2.3	7535 Elgin Mills Road East, Markham ON (Black Walnut Overflow Parking Lot)	Per Trip	\$	6	\$
C 2.4	7401 Reesor Road, Markham ON (Staff House)	Per Trip	\$	6	\$
C 2.5	1749 Meadowvale Road, Scarborough, ON (Zoo Road Trail Parking Lot,)	Per Trip	\$	6	\$
C 2.6	55 Twyn Rivers Drive, Scarborough ON (Twyn Rivers Day Use Area Parking Lot,)	Per Trip	\$	6	\$
C 2.7	195 Rough Hills Drive, Scarborough ON (Rough Beach)	Per Trip	\$	6	\$
C 2.8	1867 Concession Road 2, Uxbridge ON (Glasgow Trailhead Parking Lot)	Per Trip	\$	6	\$
C 2.9	5460 Sideline 30, Pickering, ON (Sideline 30 Trailhead Parking Lot)	Per Trip	\$	6	\$
C 2.10	190 Concession Road 9, Pickering, ON (Concession Road 9 Trailhead Parking Lot)	Per Trip	\$	6	\$
C 2.11	7322 Major Mackenzie Drive East, Markham, ON (Major Mackenzie Trailhead Parking Lot)	Per Trip	\$	6	\$
C 2.12	7741 16 <sup>th</sup> Avenue, Markham, ON (16 <sup>th</sup> Ave Trailhead Parking Lot)	Per Trip	\$	6	\$
C 2.13	7914 14 <sup>th</sup> Avenue, Markham, ON (Monarch Trailhead 14 <sup>th</sup> Avenue Parking Lot)	Per Trip	\$	6	\$

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<b>C 2.14</b>	7373 Reesor Road, Markham, ON (Monarch Trailhead Reesor Road Parking Lot)	Per Trip	\$	6	\$
<b>(C2)</b>	<b>TOTAL FIRM UNIT PRICES Sum of Extended Totals</b>				<b>\$</b>

**C3. Sub-total Evaluated Bid Price – Option Period 2**

Item	Description	Bid Price
<b>(C3)</b>	<b>SUB-TOTAL EVALUATED BID PRICE – Option Period 2 Sum of C1 + C2 =</b>	<b>\$</b>

**D. Total Evaluated Bid Price**

Item	Description	Bid Price
<b>(A)</b>	<b>Contract Period SUB-TOTAL EVALUATED BID PRICE</b>	<b>\$</b>
<b>(B)</b>	<b>Option Period 1 SUB-TOTAL EVALUATED BID PRICE</b>	<b>\$</b>
<b>(C)</b>	<b>Option Period 2 SUB-TOTAL EVALUATED BID PRICE</b>	<b>\$</b>
<b>(D)</b>	<b>TOTAL EVALUATED BID PRICE Sum of Bid Prices</b>	<b>\$</b>

**Notes:**

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

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## ANNEX C

### INSURANCE REQUIREMENTS

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

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Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

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## 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> ( ) <b>No</b> ( )
---

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 [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 <b>Yes ( ) No ( )</b> 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.