



RETURN BIDS TO:

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

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

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

REQUEST FOR QUOTATION

Quotation to: Parks Canada Agency

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the goods, services and construction listed herein or on any attached sheets at the price(s) set out therefor.

Comments:

Issuing Office:

Parks Canada Agency
 National Contracting Services
 Calgary, Alberta

Title: Line Striping and Painting Services, Banff, Jasper, Yoho, Kootenay, Glacier and Mount Revelstoke National Parks	
Solicitation No.: 5P420-22-0280/A	Date: March 13, 2023
Client Reference No.: N/A	
GETS Reference No.:	

Solicitation Closes: At: 14:00 On: April 18, 2023	Time Zone: MDT
------------------------------------------------------------------------------	---------------------------------

F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Enquiries to: Amy Barrett Lichter	
Telephone No.: 403-589-3402	Fax No.: 1-866-246-6893
Email Address: amy.barrettlichter@pc.gc.ca	
Destination of Goods, Services, and Construction: See herein	

TO BE COMPLETED BY THE BIDDER

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

Solicitation No.:
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Amendment No.:
00

Contracting Authority:
Amy Barrett Lichter

Ver.12.12.2022

Client Reference No.:
N/A

Title:
Line Striping and Painting Services, Banff, Jasper, Yoho, Kootenay, Glacier and Mount
Revelstoke National Parks

IMPORTANT NOTICE TO BIDDERS

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

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

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

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

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

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

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

Direct Deposit

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

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

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

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

1.2. Statement of Work

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

1.3. Debriefings

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

PART 2 – BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

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

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

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

Delete: 60 days
Insert: 90 days

Subsection 2. entitled Canada Post Corporation's Connect service of section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety.

2.2. Submission of Bids

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

Bids submitted in-person or by courier will not be accepted.

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

The only acceptable email address for responses to bid solicitations is soumissionsouest-bidswest@canada.ca.

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

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

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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Revelstoke National Parks

PART 3 – BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

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

Section I: Financial Bid
Section II: Certifications

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

Section I: Financial Bid

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

3.1.1. Exchange Rate Fluctuation

SACC *Manual* clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section II: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1.1. Financial Evaluation

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

4.1.2. Basis of Selection

- 4.1.2.1.** A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the information requested at **Annex G to Part 5 of the Bid Solicitation** prior to contract award. If the Bidder is a Joint Venture, the Bidder must provide the information requested for each member of the Joint Venture.

PART 6 – RESULTING CONTRACT CLAUSES

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

6.1. Security Requirements

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

6.2. Statement of Work

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

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

6.2.1.1. Work Authorization:

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

6.2.1.2. Work Authorization Process:

- (a) The Project Authority will provide the Contractor with a description of the work.
- (b) The WA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.
- (c) The Contractor must provide the Project Authority, within five (5) days of receipt the proposed total estimated cost for performing the work and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- (d) The Contractor must not commence work until a WA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a WA has been received will be done at the Contractor's own risk.

6.2.2. Minimum Work Guarantee

6.2.2.1. In this clause,

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

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

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

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

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

6.3. Standard Clauses and Conditions

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

6.3.1. General Conditions

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

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

6.3.2. Supplemental General Conditions

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

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

6.4. Term of Contract

6.4.1. Period of the Contract

The period of the Contract is from date of Contract to April 30, 2024 inclusive.

6.4.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) May 1, 2024 to April 30, 2025 inclusive and May 1 2025 to April 30 2026 inclusive under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

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

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

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2. Project Authority

The Project Authority for the Contract is:

*** to be provided at contract award ***

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3. Contractor's Representative

The Contractor's Representative for the Contract is:

** To Be Completed by the Bidder**

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 ***

6.7. Payment

6.7.1. Basis of payment: Cost reimbursable – Limitation of expenditure – Work Authorizations

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

6.7.2. Basis of payment: Individual work authorizations

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

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

6.7.2.3. No increase in the liability of Canada or in the price of the Work specified in the authorized work authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

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

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

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

6.7.3.3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorizes WAs, inclusive of any revisions,

whichever comes first.

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

6.7.4. Single Payment per Work Authorization

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

6.8. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the Work Authorization.

6.8.2. Invoices must be distributed as follows:

- a. Invoices must be forwarded electronically to the Project Authority for certification and payment.

6.9. Certifications and Additional Information

6.9.1. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2. Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) – Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ***** to be inserted at contract award *****.

6.11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The Articles of Agreement;
- (b) The general conditions [2010C](#) (2022-12-01), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (g) The Contractor's bid dated ***** to be inserted at contract award *****.

6.12. SACC Manual Clauses

[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 – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

6.14. Inspection and Acceptance

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

Solicitation No.:
5P420-22-0280/A

Amendment No.:
00

Contracting Authority:
Amy Barrett Lichter

Ver.12.12.2022

Client Reference No.:
N/A

Title:
Line Striping and Painting Services, Banff, Jasper, Yoho, Kootenay, Glacier and Mount
Revelstoke National Parks

6.15. Optional Goods and/or Services

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

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

ANNEX A

STATEMENT OF WORK

Painting Roadway Lines in 2023, 2024 and 2025 Banff and Jasper National Parks, Alberta Yoho, Kootenay, Glacier, Mt. Revelstoke, National Parks, British Columbia

1. Objective

Parks Canada requires painting of roadway lines and hatch marking of roadway islands on primary highways, secondary highways, local roads and town sites located in seven national parks: Banff and Jasper National Parks in Alberta; Yoho, Kootenay, Glacier, Mt. Revelstoke National Parks in British Columbia.

2. Scope of Work & Deliverables

The contractor is responsible for providing the following:

Painting of roadway lines and hatch marking of roadway islands on primary highways, secondary highways, local roads and town sites as identified.

Supplying paint and glass beads

Submitting daily, Paint Production Report identifying quantities used under each Contract Unit Price Item.

Parks Canada will ensure that pre-marking is done and pavement is cleaned prior to the approved schedule for line painting

The departmental representative will identify secondary road painting locations by the end of May and may identify other priority work, as an example town sites.

The contractor should note that highway twinning is taking place through Yoho National Park

2.1. Deliverables

2.1.1. Phase 1:

Contractor must complete the following line painting program by the Thursday prior to the Victoria Day Long Weekend;

- 2.1.1.1. Paint the Trans-Canada Highway centre line (yellow) in Yoho and Banff National Park.
- 2.1.1.2. All line painting (yellow & white) of the Trans-Canada Highway in Glacier and Mt. Revelstoke National Parks.
- 2.1.1.3. Paint the Highway 93 South centerline (yellow) in Banff and Kootenay National Parks.
- 2.1.1.4. Paint the climbing and passing lanes dotted lines (white) on the Trans-Canada Highway in Banff, Yoho, and on Highway 93 South in Banff and Kootenay National Parks.
- 2.1.1.5. Line painting of intersections.
- 2.1.1.6. Line painting of interchanges.
- 2.1.1.7. Hatch markings.

2.1.2. Phase 2:

Contractor shall complete the remaining line painting and hatch marking by the Thursday prior to the Canada Day Long Weekend;

- 2.1.2.1. All line painting for Highway 16 in Jasper National Park and Highway 93N in Jasper & Banff National Park.
- 2.1.2.2. All remaining line painting for Highway 93S in Banff and Kootenay National Parks.
- 2.1.2.3. All remaining line painting on the Trans-Canada Highway in Banff and Yoho National Parks.
- 2.1.2.4. Line painting of intersections.
- 2.1.2.5. Line painting of interchanges.
- 2.1.2.6. Hatch markings.

2.1.3. Additional Anticipated Work for 2023

The BC Ministry of Transportation is twinning parts of the Trans-Canada Highway between Golden and the Yoho park boundary, during this period traffic will be detoured through highway 93 South Kootenay National Park, as a result, this area is expected to require additional painting.

Parks Canada may require additional line painting after the Labour Day long weekend and before September 30, 2023:

- 2.1.3.1. Line painting (yellow and white) Highway 93 South, Kootenay National Park.
- 2.1.3.2. Line painting intersections (19 sides).

Estimated totals for additional work:

Yellow paint – 6,500 litres, (approx. 169 kms)
White paint- 8,330 litres, (approx. 218 kms)
Glass beads- 8,900 kgs

3. Location

Areas to be painted are on primary highways, secondary highways, local roads and town sites located in seven national parks: Banff and Jasper National Parks in Alberta; Yoho, Kootenay, Glacier, Mt. Revelstoke National Parks in British Columbia. See Appendix A: Highway Operations Map.

4. Schedule

The contractor must submit a detailed schedule of all work (Phase 1 and 2) for approval by the Departmental Representative two weeks before starting the work. The schedule must be updated immediately when changes occur, as Parks Canada will use this schedule to ensure areas to be painted are clean prior to application of paint. The Contractor must also provide the Departmental Representative with one portable radio for each paint crew used, capable of transmitting and receiving messages from all vehicles in the paint train, **or** provide the Departmental Representative with a copy of the Contractor's radio license and a letter authorizing Parks Canada to install and transmit on the Contractor's frequency.

Phase 1 – completed by the Thursday prior to the Victoria Day Long Weekend

Phase 2 – completed by the Thursday prior to the Canada Day Long Weekend

Contractor will not be authorized to work on the following days/times:

Victoria Day Long weekend:

From 7:00 am the Friday prior to 7:00 am the Tuesday following

Canada Day Long weekend:

From 7:00 am the Friday prior to 7:00 am the Wednesday following

Heritage Day Long weekend:

From 7:00 am the Friday prior to 7:00 am the Tuesday following

Labour Day Long weekend:

From 7:00 am the Friday prior to 7:00 am the Tuesday following

5. Contractor`s Submittals

This Clause identifies the plans, programs and documentation required each year of Contract, prior to mobilization on site and during the construction phase.

5.1. Pre-Mobilization Submittals

- a. A completed "Attestation and Proof of Compliance with Occupational Health and Safety (OHS)" form.
- b. Proof of applicable Parks Canada business licenses.
- c. Project Schedule – The Contractor shall provide the Departmental Representative with a detailed schedule of the workdays and manpower required to complete each phase of the project.
- d. The Contractor shall also provide the Departmental Representative with one portable radio for each paint crew used, capable of transmitting and receiving messages from all vehicles in the paint train, **or** provide the Departmental Representative with a copy of the Contractor's radio licence and a letter authorizing Parks Canada to install and transmit on the Contractor's frequency.
- e. Contractor Chain of Command. The Contractor shall submit a list of key Contractor personnel, including names, position and telephone numbers.
- f. Work Plan – The Contractor shall submit a Work Plan describing the Contractor's intended methods of Work and projected number of equipment and personnel on site.
- g. Laboratory sample results of the materials shall be submitted to the Departmental Representative for approval.
- h. Quality Control Plan documenting Contractors procedures for maintaining the quality of work as per these specifications. Plan must include night inspections to verify retro-reflectivity of lines
- i. Traffic Management Plan in accordance with these Specifications.
- j. Copy of Contractor's Health and Safety Plan,
- k. An Emergency Response Protocol, documenting Contractors` procedures for handling emergencies.
- l. Proof of Commercial General Liability Insurance to the levels specified

5.2. Project Submittals

- a. Quality Control Inspection Reports
- b. Daily Paint Production Report identifying quantities used under each Contract Unit Price Item.
This report shall be sent to Parks Canada Daily.

5.3. Project Completion Submittal

- a. Quality Control Records
- b. Summary of Daily Paint Production records

6. Materials: Paint and Glass Beads

This Clause identifies Paint and Glass Beads requirements for each year of Contract:

- 6.1. The Contractor will use, unless otherwise approved in writing by the Department Representative: Traffic paint, thermoplastic material and glass beads in accordance with the Recognized Products List (or equivalent) from at least one of the following agencies:
- a. British Columbia Ministry of Transportation and Infrastructure,
 - b. Alberta Ministry of Transportation,
 - c. Washington State Department of Transportation,
 - d. Idaho Transportation Department,
 - e. Alaska Department of Transportation and Public Facilities;

The Contractor shall be responsible for ensuring that paint and glass bead materials supplied meet the requirements specified.

Each year of the Contract, the Contractor shall be responsible for purchase, delivery, storage and handling of paint and glass bead materials to storage sites approved by the Departmental Representative if located in national parks.

Each year of the Contract, the Contractor shall provide necessary facilities and qualified staff to unload, store, and sign for all ordered paint and glass bead materials as it arrives at storage sites, regardless of day or time of day, and be responsible for unloading of materials into storage.

The Contractor shall verify that all materials delivered and used in the Work are the type ordered.

The Contractor shall immediately advise the Departmental Representative of any change in paint or glass beads formulation.

No paint formulation shall be diluted or mixed with a different formulation or with any other material without the prior approval of the Departmental Representative. No paint shall be used past its expiration date.

The Contractor shall prevent contamination of the materials. Paint shall be protected from freezing.

The Contractor shall provide safe, convenient access of paint truck and storage sites for inspection, sampling and quantity measurement of paint and glass bead materials by the Departmental Representative.

Each year of the Contract, the Contractor shall remove any unused material (paint, glass beads, etc.) by seasonal shutdown, in a timely fashion and as directed by the Departmental Representative. Any material not removed by the Contractor will be removed and disposed of by Parks Canada at the Contractor's expense.

7. Quality Management

Each year of the Contract, the Contractor shall put in place a testing program, to be approved by the Departmental Representative, to ensure the materials supplied meet this contract's requirements. The Contractor shall provide the Departmental Representative with all the quality control records for review. Cost of this testing program shall be considered incidental to unit price items and shall not be measured separately for payment.

All materials will be subject to further inspection, sampling and testing by Parks Canada and the Contractor shall provide safe, convenient access, acceptable to the Departmental Representative, for inspection and sampling of the materials, and shall cooperate in the inspection and sampling process when requested to do so.

The contracting authority shall assess a minimum of 3 locations for the purpose of confirming the calibration of equipment and ensure the correct volume of material is being applied. The contractor shall provide the level of paint and glass beads at the beginning and end of each test section. The volume provided by the contract shall be taken from the contractors' electronic device (Digital Pavement Marking Measurement Instrument) and by a physical (dip) form the on board holding tanks.

7.1. DPMMI (Digital Pavement Marking Measurement Instrument)

7.1.1. Each paint application vehicle must have mounted on it a DPMMI that will be used to track data at an interval no greater than every 15 seconds at all times during paint application.

The data to be tracked will include:

- a. date;
- b. time;
- c. location;
- d. speed of vehicle;
- e. paint application volume (litres);
- f. paint application thickness (wet mils);
- g. distance painted;
- h. glass bead application rate;
- i. road temperature;
- j. air temperature;
- k. paint temperature.

7.1.2. The Contractor is responsible to accurately track the road and exact location on the road that all recorded data applies to.

7.1.3. If, for any reason, the DPMMI becomes inoperable, the Contractor will immediately advise the Departmental Representative. The Contractor will inform the Departmental Representative of the area that has been painted without the DPMMI and a date when the instrument will be back in operation. If the instrument will be out of service for 5 or more Operational Days, the Contractor may be required to provide documentation from the manufacturer regarding the problem and the proposed date for the solution.

The Contractor is responsible for the quality of the Pavement Marking Services, in accordance with this Agreement, the Specifications and the Contractor's Quality Plan.

The Contractor's Quality Plan for delivery of the Pavement Marking Services will be prepared by the Contractor and provided to the Departmental Representative, and the Contractor's Quality Plan will include, without limitation, the following:

- (a) Documentation of all processes for all Pavement Marking Services in detail;
 - (b) Documentation of the Contractor's processes to ensure Quality Control and Quality Assurance, outlining details on how the following tests will be performed and recorded:
 - (i) colour
 - (ii) dimensions
-

- (iii) paint and bead application rates
 - (iv) retro-reflectivity:
 - sampling must be made using a sample size of 20 measurements at 5 metre intervals on a single line;
 - all measurements for retro-reflectivity must be made within a single test site and may be averaged and recorded as an average;
 - testing for retro-reflectivity must be carried out only when the newly painted surface is clean, dry, free of all excess beads, and after 24 hours of paint being applied;
 - all measurements for retro-reflectivity must be made using a MiroLux MX-30, Stripemaster or Stripemaster 2 retro-reflectometer or equivalent, as approved in writing by the Ministry. Measurements must be made using the retro-reflectometer manufacturer's instructions for operation and procedures and must be made only by competent staff;
 - (v) thickness and consistency; and
 - (vi) daytime visibility;
- (c) Documentation of the Contractor's processes for using and calibrating the DPMMIs, and tracking the required data from the units;
- (d) An internal non-conformance process to be initiated by the Contractor when materials, products or Pavement Marking Services fail to meet the terms and conditions of this agreement, outlining:
- (i) the methods used to determine the extent, location and quantity of the non-conforming material, product or Service;
 - (ii) the methods used to resolve an incident or incidents of non-conforming materials, products or Pavement Marking Services, whether they be replacement, rectification or a request to the Departmental Representative to accept the non-conformance;
 - (iii) how the root cause leading to the non-conformance will be identified and analyzed;
 - (iv) the method or methods used to ensure all similar incidents are prevented in the future;
 - (v) the method or methods used to determine the effectiveness of corrective and preventive measures; and
 - (vi) how the non-conformances and their resolution will be communicated within the Contractor's organization.

8. Equipment

The Contractor shall supply all equipment necessary to complete the work including but not limited to **the painting truck, one (1) crash attenuator vehicle, two (2) pilot vehicles** and all ancillary equipment such as fork lifts, hoists, pumps and transport vehicles required to load, unload and transport the paint and glass beads.

8.1. Painting Truck

The painting truck shall be self-propelled and equipped to meet or exceed the following requirements:

- a. Capable of painting over centre line rumble strips.
- b. Two paint tanks each having a minimum capacity of 700 liters feeding three lines for a simultaneous two-color application (two yellow directional dividing lines and one white line).
- c. Painting controls capable of adjusting the paint application for the length of dashed line required. Each spray gun shall have independent controls and adjustment mechanisms and shall be operated from the operator's compartment.
- d. The compressors shall have a minimum rated capacity of 4.25 cubic meters per minute.
- e. Bead dispensers shall be electrically controlled, air operated, gravity fed with controls to adjust the bead flow. The bead dispensers shall be fed from tank capable of holding a minimum of 800 kilograms of beads.
- f. Controls displaying line-km of white and yellow paint applied and quantity of glass beads used.
- g. Television vehicle guidance or a vehicle guidance system mounted on a retractable A-frame with a guide wheel and pointer system, to assist the operator in maintaining alignment on the existing lines.
- h. A minimum of five (5) spray guns and bead dispensers mounted in the following configuration:
 - i. Three (3) spray guns and three (3) bead dispensers mounted on an independently controlled boom located on the left side of the truck to paint the directional dividing lines.
 - ii. The outer two (2) spray guns and bead dispensers shall be in a configuration that will produce two (2) lines of equal width with the distance between the two (2) lines equal to the width of one (1) line (100 mm).
 - iii. The inner spray gun and bead dispenser shall operate independently and shall be used to apply the directional dividing line where only a single directional dividing line is required.
 - iv. When a 200 mm wide line is required, two (2) adjacent guns shall be used simultaneously.
- i. Two (2) spray guns and two bead dispensers mounted on an independently controlled boom on the right side of the truck to apply the right edge line. When a 200 mm wide line is required two (2) adjacent guns shall be used simultaneously.
- j. Equipped to apply white or yellow paint from the three spray guns mounted on the left-hand side of the paint truck and to switch from one color to the other during operation.
- k. Control of independent booms, all spray guns, bead dispensers and painting controls from the operator's compartment(s).

The Departmental Representative may allow the use of alternate equipment, provided the Contractor demonstrates that such equipment is capable of achieving the desired end product.

8.2. Companion Vehicles

The painting vehicle shall be immediately followed by a **crash attenuator vehicle** consisting of a five (5) ton truck equipped with a crash attenuator.

The crash attenuator vehicle shall be followed by one ½ ton or larger truck acting as a pilot vehicle. Another ½ ton or larger truck pilot vehicle is also required. The location of this vehicle will depend on the situation.

8.3. Safety Equipment

The painting truck and companion vehicles shall be equipped with the following:

- 8.3.1. A two-way radio for voice communication. **The contractor is advised that cell phone technology is not available in most of the project area.**
- 8.3.2. An overhead revolving beacon with an amber lens a minimum of 180 mm high and 180 mm wide. The beacon shall be mounted on the top of the vehicle fully visible to traffic approaching from both front and rear.
- 8.3.3. A sequential arrow board meeting the following specifications:
 - a. Minimum size 0.75 meters x 1.52 meters.
 - b. Minimum 25 amber sealed beam, hooded lamps.
 - c. Fully adjustable light intensity on all arrow board lights.
 - d. Operating modes which include:
 - i. sequential left arrow or chevron
 - ii. sequential right arrow or chevron
 - iii. sequential double arrow or chevron
 - iv. horizontal bar
 - v. all four (4) lamps in the extreme corners of the panel flashing simultaneously at 35-50 flashes per minute with the flashing light lit 50% of the time.
- 8.3.4. The arrow board shall be controlled from a console located in the vehicle cab.
- 8.3.5. The arrow board display shall be visible to traffic approaching the rear of the truck.
- 8.3.6. A "slow moving vehicle" sign. The sign shall be mounted at the rear of the vehicle and be visible to the public only when the painting truck is applying paint.
- 8.3.7. A warning sign, mounted at the rear and/or front of the truck, stating "wet paint keep off". The sign shall have standard warning colors with letters having a minimum height of 150 mm and shall be visible to the public only when the equipment is applying paint.

9. Procedures

9.1. General

The Contractor may paint lines during any day of the week, but is cautioned that traffic volumes are usually higher on Friday, Saturday and Sunday.

With adequate illumination and traffic control, the Contractor may elect to paint at night.

Operation of the painting truck against the flow of traffic is not permitted.

Materials loading are not permitted on the travel lanes of a roadway surface.

Traffic shall not be stopped or otherwise impeded such as being slowed down below the posted speed limit, for periods longer than 10 minutes unless authorized by the Departmental Representative's Representative. The Contractor shall organize the work to ensure safety of motorists and workers, to minimize traffic delays and to allow, where appropriate, vehicles to pass without tracking.

9.2. Operation of Vehicles

The Contractor shall operate all companion vehicles in conjunction with the painting truck during the painting of all longitudinal lines. When stopped, companion vehicle operators shall not attempt to control traffic from inside the vehicle. Instead, they should control traffic from outside the vehicle when safe to do so.

Operating parameters of the vehicles will be determined by the Contractor to safely accommodate traffic and will be based on site specific conditions such as sight distances, highway geometric configuration and traffic patterns and volumes. The Contractor may supplement the typical operating parameters shown in these specifications with any combination of additional measures such as, but not limited to, crash attenuator on all vehicles, advanced warning companion vehicles, additional signage, fully qualified traffic control persons, cones, and glow posts.

Two weeks before starting the Work, the Contractor shall submit a detailed traffic plan for approval by the Departmental Representative. The traffic plan must indicate placement of vehicles, signage and a detailed plan of how the Contractor intends to accommodate traffic movements under various conditions (two (2) lanes, three (3) lanes, four (4) lanes divided, intersections, interchanges).

9.3. Arrow Board Message

The crash attenuator vehicle, pilot truck and the painting truck shall display the same appropriate message at all times.

9.4. Areas to be Painted

The Contractor shall paint lane lines, continuity lines, edge lines, directional dividing lines and hatch marks on the roadway sections, interchanges or intersections specified, as well as the lines in town sites, at truck brake checks/chain up areas, rest areas, viewpoints, etc. At minor intersections, the Contractor shall only paint the shoulder lines on the primary highway to a point corresponding to the edge of the intersecting shoulder line or as directed by the Departmental Representative.

On Parks Canada roads, there is no standard segment/gap ratio used for broken lines and there is no standard segment/gap ratio used for continuity lines. In addition, distance between directional lines and edge lines or lane lines vary. The Contractor shall make the necessary adjustments while painting to ensure that painted lines match the existing lines exactly unless otherwise directed by the Departmental Representative.

When painting is required in areas where there are no existing lines or where revisions to the existing lines are required, these areas will be identified and laid out or spotted by the Departmental Representative.

9.5. Pavement Surface and Atmospheric Conditions

Painting shall not be performed during the following conditions:

- a. When the pavement temperature is outside the manufacturers' recommended range.
- b. When wind conditions could cause overspray.
- c. When pavement is wet.
- d. During periods of rainfall.
- e. When visibility is less than 700 meters.

Parks Canada is responsible to ensure that areas to be painted are clean prior to the application of paint.

The Contractor shall inspect areas to be painted to ensure they are clean, free of sand and debris, and suitable for painting.

The Contractor shall immediately notify the Departmental Representative of any areas that in his opinion are unsuitable for painting.

9.6. Paint and Bead Application

Paint shall be applied at a uniform 375 microns wet film thickness (37.5 liters per line- kilometer for 100 mm wide line) or as directed by the Departmental Representative.

Except for "wide lines" as designated, all painted lines shall be 100 mm wide. Glass beads shall be applied immediately following the paint application at a uniform application rate of 600 grams per liter of paint.

When painting hatch marks, paint and glass beads must be uniformly applied such that the beads do not contact the pavement surface. Typically, this can be achieved using an application rate of about 0.4 liters per square meter for the paint and 600 grams of glass beads per liter of paint.

9.7. Removal of Incorrectly Painted Lines or Hatch Marks

The Contractor must ensure that pre-marking is correct and of sufficient quantity to ensure correct line or hatch mark placement. The Contractor shall immediately notify the Departmental Representative's Representative of any areas that require clarification prior to painting.

No payment will be made for lines or hatch marks that are incorrectly painted by the Contractor or painted where no lines or hatch marks are specified. In addition, the Contractor shall remove these lines or hatch marks at his own expense and to the satisfaction of the Departmental Representative. **The method and equipment used by the Contractor to remove incorrectly painted lines or hatch marks shall not damage pavement surface and will be subject to the approval of the Departmental Representative.** The lines or hatch marks shall be removed immediately after notification by the Departmental Representative if in his opinion it represents an immediate danger to motorists. If it does not, lines or hatch marks shall be removed within a maximum of 30 days from the date of notification.

10. Acceptance Criteria

The Work will be considered acceptable under the following conditions:

10.1. When the following dimensional criteria for painted lines are met:

- a. Painted lines do not exceed a dimensional width of 110 mm for specified 100 mm wide line. No tolerance below 100 mm is allowed for the specified 100 mm wide line.
- b. Painted lines do not exceed a dimensional width of 210 mm for specified 200 mm wide line. No tolerance below 200 mm is allowed for the specified 200 mm wide line.
- c. Painted direction dividing, lane dividing or continuity lines do not exceed a maximum dimensional length deviation of + / - 100 mm for existing lengths of line.
- d. No spaces between painted direction dividing, lane dividing or continuity lines exceed a maximum dimensional length deviation of + / - 100 mm for existing lengths of space.

10.2. When the following dimensional criteria for hatch marks are met:

- a. Hatch marks are within + / - 20mm of specified dimensional width.
- b. Hatch marks are within + / - 20mm of specified dimensional length.
- c. No spaces between hatch marks exceed a maximum dimensional length deviation of + / - 100 mm for existing lengths of space.

- 10.3. All painted lines including hatch marking, are uniform in thickness and free of tire tracking, with no splatter, excessive over spray or other defects.
- 10.4. All painted lines including hatch marking, have adequate and uniform retro-reflectivity
- 10.5. Paint and glass beads meet this contract's specifications
- 10.6. All paint and glass beads have been applied at the proper locations.
- 10.7. Any incorrectly painted lines and hatch marking or lines and hatch marking painted at improper locations have been removed to the satisfaction of the Departmental Representative.
- 10.8. The "Actual Daily Amount" of each color of paint applied each day is at least 95% of the applicable "Required Daily Amount".
- 10.9. The "Required Daily Amount" for each day will be determined using the applicable specified paint application rate and the length of each color of line painted.
- 10.10. The "Actual Daily Amount" applied each day will be determined by measuring the number of loads or partial loads for each color of paint.
- 10.11. Any day's production of roadway lines for which the "Actual Daily Amount" is less than 95% of the "Required Daily Amount" have been repainted at a second application rate of not less than 95% of the specified application rate.
- 10.12. Glass beads have been uniformly applied at the specified application rate.

Any Work considered unacceptable by the Departmental Representative shall be corrected at the Contractor at his own expense to the satisfaction of the Departmental Representative.

11. Occupancy Clause

11.1. Phase 1:

For Phase 1, Contractor shall be permitted to lease and occupy sites where they will be working in Milestone 1, free of charge from the date of Contract award up to and including the completion date (on or before the Thursday prior to the Victoria Day long weekend). The sites to be leased, by the Contractor, include all the roadways to be painted under Phase 1.

The Contractor's occupancy of the site will be deemed to have ended, when both of the following conditions are met to the satisfaction of Parks Canada:

- a. All the work identified under Phase 1 of this contract, has been completed.
- b. Any outstanding deficiencies have been addressed to the satisfaction of the Departmental Representative.

11.2. Phase 2:

For Phase 2, Contractor shall be permitted to lease and occupy sites where they will be working in Phase 2, free of charge from the date of Contract award up to and including the completion date specified (the Thursday prior to the Canada Day long weekend). The sites to be leased, by the Contractor, include all the roadways to be painted under Phase 2.

The Contractor's occupancy of the site will be deemed to have ended, when both of the following conditions are met to the satisfaction of Parks Canada:

- a. All the work identified under Phase 2 of this contract, has been completed.
- b. Any outstanding deficiencies have been addressed to the satisfaction of the Departmental Representative.

12. **Warranty**

The warranty period for this Work shall be 60 days.

13. **Materials and Equipment Storage**

The Contractor will be allowed to store equipment and material used for this Contract and carry out minor maintenance work at the following Parks Canada compounds:

Banff Compound
Castle Junction Maintenance Yard
Lake Louise Compound
Kootenay McKay Creek Compound (Radium)
Glacier Rogers Pass Compound
Jasper Compound

Certain conditions may apply for the Contractor to use these facilities, so, prior to the start of the contract, the Contractor shall prepare an Action Plan detailing which compounds will be used, for what periods of time and what equipment and material will be stored at each location. This plan shall be submitted for approval of the Departmental Representative. Parks Canada is not responsible for any material or equipment stored on Parks Canada property.

During each year of the Contract, the Contractor shall maintain and reclaim all storage sites used for this project.

Each year of the Contract, the Contractor shall be responsible for the timely and proper clean up of waste or spilled material, and the timely and proper disposition of containers as directed by the Departmental Representative.

14. **Dangerous Goods and Hazardous Materials Information**

The Contractor shall perform work in compliance with the Dangerous Goods Act and Regulations for Workplace Hazardous Materials Information System (WHMIS). Any materials incorporated into the project must comply with the act and regulations.

15. **Supervision**

- a) The Contractor shall have a qualified Superintendent and necessary supervisory assistants on each crew at all times who shall be readily available for progress meetings, inspection tours of the Work and to receive instructions from the Departmental Representative.
- b) An up-to-date work schedule shall be available at all times.

16. **Crew Qualifications**

- a) Contractor must have a crew and supervisors experienced and qualified in line painting as specified in the Contract.

- b) Contractor must have qualified traffic control personnel or sub-contractor.

17. Prosecution of Work

- a) Contractor is obligated to and shall execute work in an efficient and expeditious manner. Departmental Representative reserves right to order removal from work of any employee of Contractor who fails to work in an efficient and expeditious manner. This shall be strictly enforced.
- b) Departmental Representative also reserves right to order removal from job, any piece of equipment that is not in good operation and condition and Contractor shall immediately rectify problem or replace faulty equipment with an equivalent unit within 48 hours.

18. Start-up Meeting

For each year of the Contract, an on-site contract start-up meeting will be held prior to commencement of work. The time and date of the meeting will be set by the Departmental Representative after award of the contract.

19. Environmental Briefing for Workers

Each year of the Contract, the Contractor will be requested to assemble his site staff for an environmental briefing to be conducted by the Departmental Representative. Such briefing shall be of 1/2 hours in duration and held at the initial project start-up. The Contractor shall ensure that all his current project staff are in attendance. The Departmental Representative and Contractor will cooperate in setting the most appropriate time and place for the briefing. The cost of attending this briefing shall be considered incidental to the unit price items and shall not be measured separately for payment.

20. National Park Regulations

The Contractor shall ensure that all work is performed in accordance with the ordinances, laws, rules and regulations set out in the National Parks Act.

Parks Canada business licenses must be purchased from Jasper, Banff (covers Banff and Kootenay), Lake Louise (covers Lake Louise and Yoho) and Mount Revelstoke/Glacier.

For each year of the Contract, all Contractor's business and private vehicles are required to obtain a vehicle work pass from Parks Canada. These passes will be provided by the Departmental Representative.

21. Contractor's Camp

The Contractor will not be permitted to set up a camp in the national parks.

22. Waste Disposal

The Contractor shall dispose of all waste material such as paint, drums, beads, etc. at a facility outside the National Parks. No separate payment will be made for waste disposal. The cost of this work shall be considered incidental to the contract.

23. Taxes and Licenses

The Contractor shall include in the tender, payment to taxes properly levied by law (Federal, Provincial and Municipal) including the cost of any collection of permits and business licenses.

24. Environmental and Aesthetic Features

24.1.The Contractor's attention is drawn to Division 1, Section 3, for details regarding environmental conditions required for this contract. No separate payment shall be made for this work as it is considered incidental to contract items.

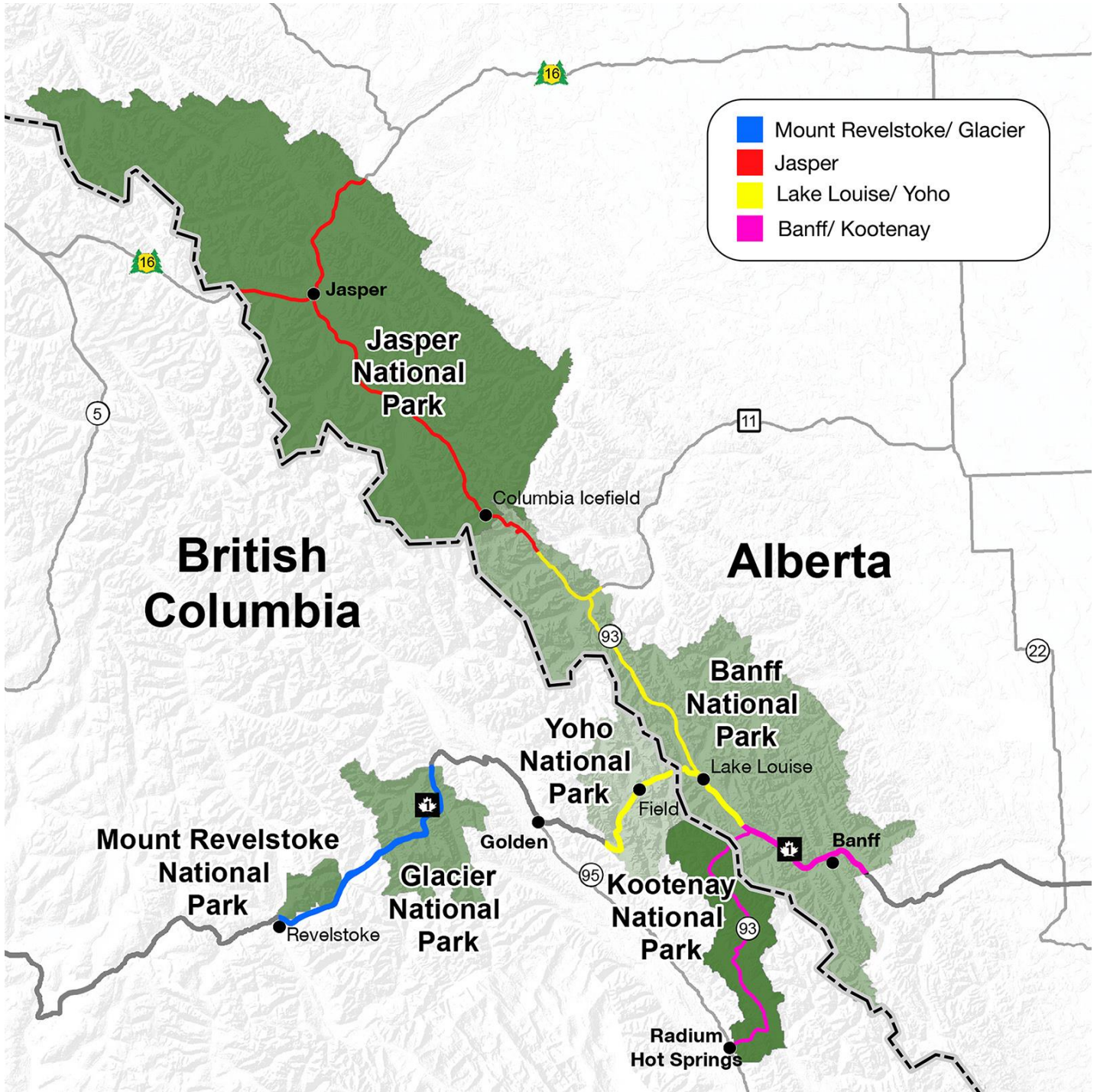
24.2.Failure to comply with or observe environmental protection measures as identified in these specifications may result in work being suspended pending rectification of the problems and operators of equipment being charged under the National Parks Act.

24.3.The Contractor shall service operating equipment prior to entering the National Parks. Equipment maintenance shall be carried out in an approved area at the work site. Used oil, filter cartridges and other products of equipment shall be collected and disposed of at nearest industrial waste facility.

24.4.All fuel or petroleum products storage tanks shall be located in areas well removed from any watercourses including both standing and running water. An impervious berm shall be constructed around the tanks and any other potential spill areas. The berms shall be capable of holding 110% of tank storage volumes.

24.5.The Contractor shall maintain sufficient number of spill kits on the project site to handle any potential spills.

Appendix A – Highway Operations Map



ANNEX B

BASIS OF PAYMENT

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

Financial Bid Submission Requirements

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

1. Measurement and Payment

Payments to the Contractor will be made using three Unit Price Tables of the Tender. Work done in 2023, will be paid using Unit Price Table for 2023; Work done in 2024, will be paid using Unit Price Table for 2024; and Work done in 2025, will be paid using Unit Price Table for 2025.

Payment for "Mobilization and Demobilization" required for the Contractor to do the work in 2023, 2024 and 2025, will be considered incidental to Unit Price Items 1 to 8 and shall not be measured separately for payment. This shall include all quality management, labour, equipment, hardware, tools and incidentals necessary for Mobilization and Demobilization required for this Contract.

Unit Price Items 1 and 2: Supply of Paint

Measurement will be made in liters of the daily quantity of paint used, up to a maximum of 103% of the "Required Daily Amount". Separate measurements will be made for each color of paint. The quantities will be determined by measuring the number of loads or partial loads of paint used each day.

Payment will be made at the applicable unit price bid per liter for "**Supply of Paint - Yellow**" or "**Supply of Paint - White**". These payments will be full compensation for supplying, delivering, storing, handling the paint and all labour, equipment tools and incidentals necessary to complete the Work prior to the application of paint.

No payment will be made until all daily Paint Production reports for the payment period have been received and accepted by the Departmental Representative.

No payment will be made for any quantities of paint used in excess of 103% of the "Required Daily Amount".

No payment will be made for any quantities of paint used when the lines are painted incorrectly or fail to meet the Acceptance Criteria described under Section 9.

Backup (invoices, shipping documents etc) will be provided for volumes purchased for use in this contract.

Unit Price Item 3: Supply of Glass Beads

Measurement will be made in kg of the daily quantity of beads used, up to a maximum of 103% of the "Required Daily Amount".

Payment will be made at the applicable unit price bid per kg for "**Supply of Glass Beads**". These payments will be full compensation for supplying, delivering, storing, handling the glass beads and all quality management, labour, equipment tools and incidentals necessary to complete the Work prior to the application of paint.

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No payment will be made until all daily Paint Production reports for the payment period have been received and accepted by the Departmental Representative.

No payment will be made for any quantities of glass beads used in excess of 103% of the "Required Daily Amount".

No payment will be made for any quantities of glass beads used when the lines are painted incorrectly or fail to meet the Acceptance Criteria described under Section 9.

Backup (invoices, shipping documents etc) will be provided for volumes purchased for use in this contract.

Unit Price Items 4, 5 and 6: Painting Roadway Lines

Measurement will be made in kilometers of the length of lines painted. Separate measurements will be made for each color of paint used. The space between "dashed lines" will not be measured for payment.

Payment will be made at the applicable unit price bid per line-kilometer for "**Painted Roadway Lines - Yellow**" or "**Painted Roadway Lines - White**". These payments will be full compensation for inspecting the areas to be painted, temporary storing paint during application, handling and hauling of paint to and from storage locations, applying the paint and glass beads and all labour, equipment, tools and incidentals necessary to complete the Work identified in the Contract or as indicated in any Work Orders which may be issued by Parks Canada.

The application of glass beads including all labour, equipment tools and incidentals necessary to complete the Work is to be considered incidental to Unit Price Items 4 and 5 and shall not be measured separately for payment.

No payment will be made until all daily Paint Production reports for the payment period have been received and accepted by the Departmental Representative.

No payment will be made for any roadway lines painted during a given day in which the Acceptance Criteria has not been achieved for that day.

No payment will be made for any roadway lines incorrectly painted

The Contractor must provide appropriate temporary traffic control measures that are consistent with the provinces of Alberta or British Columbia current policies and guidelines for temporary traffic control in mobile work zones, and that are suitable to protect the workers and road users for the duration of the project.

Sections 7 (Equipment) and Section 8 (Procedure) of this document identify some of the traffic control requirements for this contract. However the Contractor must provide any additional traffic control measures necessary to protect the workers and road users for the duration of the project.

If required traffic control persons must be fully certified and able to produce proof of certification from either BC or Alberta.

The Contractor must submit a detailed Traffic Control Plan (detailed sketches showing Traffic Control measures for the different situations to be encountered in this project, traffic control equipment and hardware used, etc.) two weeks before starting work for approval by the Departmental Representative.

Traffic control measures will be monitored by the Departmental Representative, and they may require modifications of these measures from time to time.

Payment for "Traffic Control" will be considered incidental to Unit Price Items 4 and 5 and shall not be measured separately for payment. This shall include all labour, equipment, hardware, tools and incidentals necessary for traffic control required for this Contract.

Unit Price Item 7: Painting Roadway Lines at Intersections

Payment will be made at the unit price bid per side for “**Line Painting - Intersections**”. This payment will be full compensation for the additional effort involved in painting roadway lines at these locations. This payment will be separate and additional to those made for “Painted Roadway Lines”.

Payment for "Line Painting - Intersections" will only be made for those intersections where the Contractor is required to paint additional lane lines (turning lanes or acceleration/deceleration lanes) and will be based on the number of roadway sides of the intersection requiring line painting. For example, additional line painting required on both sides of a two (2) lane undivided highway would be considered two roadway sides.

When intersections are very close to each other (less than 400 meters apart) they are to be considered as a single intersection (one or two sides depending on the situation). For example, three (3) intersections very close to each other, requiring each additional line painting on both sides of a two (2) lane undivided highway would be considered two roadway sides, NOT six roadway sides.

Payment for “Line Painting - Intersections” will also be made for the painting of additional lines at Parks Canada entrance kiosks. Each entrance kiosk is to be considered two roadway sides regardless of the number or length of lines at each kiosk.

Payment for “Line Painting - Intersections” will NOT be made for the painting of climbing lanes or passing lanes. No payment will be made until all daily Paint Production reports for the payment period have been received and accepted by the Departmental Representative.

Unit Price Item 8: Painting Roadway Lines at Interchanges

Payment will be made at the unit price bid per interchange for “**Line Painting - Interchanges**”. These payments will be full compensation for the additional effort involved in painting roadway lines at these locations. These payments will be separate and additional to those made for “Painted Roadway Lines”. The unit price bid for "Line Painting - Interchanges" will apply regardless of the size of the interchange.

No payment will be made until all daily Paint Production reports for the payment period have been received and accepted by the Departmental Representative.

Unit Price Item 9: Hatch Marking of Roadway Islands and Gore Areas

Payment will be made at the applicable unit price bid per square-meter for “**Hatch Marking - Yellow or White**”. This payment will be full compensation for inspecting the areas to be painted, temporary storing of paint during application, handling and hauling paint to and from storage locations, applying the paint and glass beads and all labour, equipment, tools and incidentals necessary to complete the Work identified in the Contract or as indicated in any Work Orders which may be issued by Parks Canada.

Hatch marks shall be uniform in thickness with no splatter, excessive over spray or other defects.

To produce a uniform appearance of color and reflectivity, paint and glass beads must be uniformly applied such that the beads do not contact the pavement surface. Typically, this can be achieved using an application rate of about 0.4 liter per square meter for the paint and 600 grams of glass beads per liter of paint.

No payment will be made until all daily Paint Production reports for the payment period have been received and accepted by the Departmental Representative.

No payment will be made for any hatch marking painted during a given day in which the Acceptance Criteria has not been achieved for that day.

No payment will be made for any hatch marking incorrectly painted.

The Contractor must provide appropriate temporary traffic control measures that are consistent with the provinces of Alberta or British Columbia current policies and guidelines for temporary traffic control in mobile work zones, and that are suitable to protect the workers and road users for the duration of the project.

Section 7 (Equipment) and Section 8 (Procedure) of this document identify some of the traffic control requirements for this contract. However the Contractor must provide any additional traffic control measures necessary to protect the workers and road users for the duration of the project,

The Contractor must submit a detailed Traffic Control Plan (detailed sketches showing Traffic Control measures for the different situations to be encountered in this project, traffic control equipment and hardware used, etc.) two weeks before starting work for approval by the Departmental Representative.
Traffic control measures will be monitored by the Departmental Representative, and they may require modifications of these measures from time to time.

Payment for “**Traffic Control**” will be considered incidental to Unit Price Item 8 and shall not be measured separately for payment. This shall include all labour, equipment, hardware, tools and incidentals necessary for traffic control required for this Contract.

2. Table 1 - Firm Unit Price(s)

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 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 Measure	Estimated Quantities	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.1.	Contract Year 1: April 2023 to March 31, 2024				
1.1.1.	Supply of Paint - Yellow	Litre	51,695	\$	\$
1.1.2.	Supply of paint - White	Litre	57,360	\$	\$
1.1.3.	Supply of glass Beads	Kg	65,157	\$	\$
1.1.4.	Painted roadway lines – Yellow	Line-km	1,697	\$	\$
1.1.5.	Painted roadway lines - White	Line-km	1369	\$	\$
1.1.6.	Painted roadway lines – Dash/White	Line-km	269	\$	\$
1.1.7.	Line Painting – Intersections (1 side)	Side	159	\$	\$
1.1.8.	Line Painting – Interchanges	Each	8	\$	\$
1.1.9.	Hatch Marking	Sq. Metre	3,000	\$	\$
1.1	Combined Estimated Total Firm Unit Price(s) (Items 1.1.1 + 1.1.9) (excluding applicable tax)				\$
1.2	Option Year 1: April 1, 2024 to March 31, 2025				
1.2.1	Supply of Paint - Yellow	Litre	45,195	\$	\$

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1.2.2	Supply of paint - White	Litre	49,030	\$	\$
1.2.3	Supply of glass Beads	Kg	56,257	\$	\$
1.2.4	Painted roadway lines – Yellow	Line-km	1,528	\$	\$
1.2.5	Painted roadway lines - White	Line-km	1,151	\$	\$
1.2.6	Painted roadway lines – Dash/White	Line-km	269	\$	\$
1.2.7	Line Painting – Intersections (1 side)	Side	140	\$	\$
1.2.8	Line Painting – Interchanges	Each	8	\$	\$
1.2.9	Hatch Marking	Sq. Metre	3,000	\$	\$
1.2	Combined Estimated Total Firm Unit Price(s) (Items 1.2.1 + 1.2.9) (excluding applicable tax)				\$
1.3	Option Year 2: April 1, 2025 to March 31, 2026				
1.3.1	Supply of Paint - Yellow	Litre	45,195	\$	\$
1.3.2	Supply of paint - White	Litre	49,030	\$	\$
1.3.3	Supply of glass Beads	Kg	56,257	\$	\$
1.3.4	Painted roadway lines – Yellow	Line-km	1,528	\$	\$
1.3.5	Painted roadway lines - White	Line-km	1,151	\$	\$
1.3.6	Painted roadway lines – Dash/White	Line-km	269	\$	\$
1.3.7	Line Painting – Intersections (1 side)	Side	140	\$	\$
1.3.8	Line Painting – Interchanges	Each	8	\$	\$
1.3.9	Hatch Marking	Sq. Metre	3,000	\$	\$
1.3	Combined Estimated Total Firm Unit Price(s) (Items 1.3.1 + 1.3.9) (excluding applicable tax)				\$

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A	Combined Estimated Total Firm Unit Price(s) (Items 1.1 + 1.2 + 1.3) (excluding applicable tax)	\$
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Notes:

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

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.
 - 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.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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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.

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.
	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

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

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: _____

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? Yes (<input type="checkbox"/>) No (<input type="checkbox"/>)

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the

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

Work Force Adjustment Directive

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

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.

ANNEX G TO PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

<p>() A1. The Bidder certifies having no work force in Canada.</p> <p>() A2. The Bidder certifies being a public sector employer.</p> <p>() A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.</p> <p>() A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.</p> <p>A5. The Bidder has a combined workforce in Canada of 100 or more employees; and</p> <p>() A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC – Labour.</p> <p>OR</p> <p>() A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC – Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC – Labour.</p>

B. Check only one of the following:

<p>() B1. The Bidder is not a Joint Venture.</p> <p>OR</p>

Solicitation No.:
5P420-22-0280/A

Amendment No.:
00

Contracting Authority:
Amy Barrett Lichter

Ver.12.12.2022

Client Reference No.:
N/A

Title:
Line Striping and Painting Services, Banff, Jasper, Yoho, Kootenay, Glacier and Mount
Revelstoke National Parks

B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification. (Refer to the Joint Venture section of the Standard Instructions)