



RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit
National Contracting Services

Bid Fax: **1-877-558-2349**

Bid E-mail Address:

soumissionsest-bidseast@pc.gc.ca

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

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

REQUEST FOR QUOTATION

Quotation to: Parks Canada Agency

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

Issuing Office:

Parks Canada Agency
National Contracting Services
Cornwall, ON

Title: Log Lifter Refurbishment / Trent-Severn Waterway National Historic Site	
Solicitation No.: 5P300-23-0051/A	Date: August 1, 2023
Client Reference No.: N/A	
GETS Reference No.: N/A	

Solicitation Closes: At: 2:00 PM On: August 16, 2023	Time Zone: EDT
---	---------------------------------

F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>
Address Enquiries to: Nicholas Moise
Telephone No.: 343-585-4589
Email Address: nicholas.moise@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:

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Amendment No.:
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Contracting Authority:
Nicholas Moïse

Client Reference No.:
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IMPORTANT NOTICE TO BIDDERS

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

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

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

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

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

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

Direct Deposit

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

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

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

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

1.2. Statement of Work

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

1.3. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Lakefield Shop, 2 Smith Street, Lakefield, ON K0L 2H0 on August 14, 2023. The site visit will begin at 10:00 AM EDT.

Bidders are requested to communicate with the Contracting Authority no later than August 10, 2023 at 5:00 PM EDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

1.4. Debriefings

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

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PART 2 – BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2023-06-08), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

2.2. Submission of Bids

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

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

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2.3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4. Applicable Laws

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

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

2.5. Bid Challenge and Recourse Mechanisms

2.5.1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2.5.2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell website](#), under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

2.5.3. Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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PART 3 – BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

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

Section I: Financial Bid
Section II: Certifications

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

Section I: Financial Bid

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

Section II: Certifications

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

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PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1. Financial Evaluation

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

4.1.2. Basis of Selection

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

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Required with the Bid

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

5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

5.2. Certifications Precedent to Contract Award and Additional Information

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

5.2.1. Integrity Provisions – Required Documentation

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

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](#), must provide the information requested at **Annex E to Part 5 of the Bid Solicitation** prior to contract award.

5.2.2. Former Public Servant

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

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

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5.2.3. Federal Contractors Program for Employment Equity – Bid Certification

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

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

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PART 6 – RESULTING CONTRACT CLAUSES

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

6.1. Security Requirements

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

6.2. Statement of Work

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

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

6.2.1.1. Work Authorization:

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

6.2.1.2. Work Authorization Process:

6.2.1.2.1. The Project Authority will provide the Contractor with a description of the work.

6.2.1.2.2. The WA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.

6.2.1.2.3. The Contractor must provide the Project Authority, within seven (7) business 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.

6.2.1.2.4. The Contractor must not commence work until a WA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a WA has been received will be done at the Contractor's own risk.

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

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

6.3. Standard Clauses and Conditions

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

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6.3.1. General Conditions

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

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

6.3.2. Supplemental General Conditions

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

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

6.4. Term of Contract

6.4.1. Period of the Contract

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

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Nicholas Moïse
A/Advisor
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
111 Water Street East, Cornwall, ON K6H 6S2

Telephone: 343-585-4589

E-mail address: nicholas.moise@pc.gc.ca

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

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6.5.2. Project Authority

The Project Authority for the Contract is:

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

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

6.5.3. Contractor's Representative

*** To be provided with the bid ***

The Contractor's Representative for the Contract is:

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

6.6. Proactive Disclosure of Contracts with Former Public Servants

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

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6.7. Payment

6.7.1. Basis of Payment: Firm Unit Prices

For the Work described in the Statement of Work of Annex A, excluding sections 3.0, 4.4 and 5.5:

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

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

6.7.2. Basis of Payment: Cost Reimbursable – Limitation of Expenditure – Work Authorizations

For the Work described in the Statement of Work at Annex A, especially in sections 2.7 to 3.0, 4.4 and 5.5:

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

6.7.3. Basis of payment: Individual work authorizations

- 6.7.3.1. The Contractor will be paid for the Work specified in the authorized work authorization, in accordance with the Basis of payment at Annex B.
- 6.7.3.2. 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.
- 6.7.3.3. 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.

6.7.4. Limitation of Expenditure

- 6.7.4.1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ ***** to be inserted at contract award *****. Customs duties are included and Applicable Taxes are extra.
 - 6.7.4.2. No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
-

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- b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

6.7.4.3. 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.

6.7.5. Monthly Payment

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

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

6.8. Invoicing Instructions

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.
 - a. A copy of the Work Authorization, if applicable.
2. Invoices must be distributed as follows:
 - a. The invoice must be forwarded electronically to the Project Authority for certification and payment.

6.9. Certifications and Additional Information

6.9.1. Compliance

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

6.10. Applicable Laws

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

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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);
- (g) The Contractor's bid dated *** to be inserted at contract award ***.

6.12. Government Site Regulations

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

6.13. Insurance – 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.

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ANNEX A

STATEMENT OF WORK

1.0 BACKGROUND AND OBJECTIVES:

Background: Parks Canada Agency (PCA) requires a Contractor to disassemble four (4) log lifters sandblast all metal components, inspect condition of components and welds, report to PCA on condition of components and welds, complete authorized repairs and fabrication as required on approval of PCA, and paint and reassemble all frame components. Contractor also to provide pickup and delivery.

Objectives: Contractor to provide all labour, material, equipment, and expertise to pickup, disassemble, inspect, repair, reassemble frame components and deliver four (4) log lifters.

2.0 SCOPE OF WORK – MANDATORY WORK:

The Contractor will be provided with two (2) models of log lifter; one (1) model 7748 and three (3) model 1671's. The Contractor must pick-up the log lifters, but they can be picked-up and refurbished one (1) at a time.

Some aspects of the Scope of Work differ depending on the model, these specifics are highlighted below:

2.1 The Contractor must:

Pickup two (2) log lifters from PCA at the following location:

TSW Southern Sector Depot
12 Trent Street
Campbellford, ON K0L 1L0

PCA to schedule crane for loading, ten (10) business days' notice required for pick-up.

2.2 Pickup two (2) additional log lifters at the following location:

Lakefield Shop
2 Smith St,
Lakefield, ON K0L 2H0

PCA to schedule crane for loading, ten (10) business days' notice required for pick-up

2.3 Boom Carriages:

1671: Remove and set-aside the two (2) boom carriages from each of the **1671** log lifters, they will not be refurbished or reused. These boom carriages are to be returned to PCA with the completed log lifters.

7748: The two (2) boom carriages on the model **7748** are to be disassembled, inspected, refurbished, and returned to PCA to the same specifications as outlined for the log lifter frame components below.

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2.4 Sections 2.5 to 2.16 apply to both models 1671 and 7748, as follows:

2.5 Disassemble all frame components of each log lifter and record the individual pieces for re-assembly along with specifications and quantity of fasteners for replacement with new fasteners.

2.6 Sandblast all frame components to SSPC SP6/NACE No.3 rating.
Note: lead concentrations in paint range from 480 ug/g to 4500 ug/g.

2.7 Inspect and evaluate all metal components following sandblasting to determine the level of material loss and the condition of the welds, axels, wheels and sprockets for approval of optional repair work via issuance of a Work Authorization.

2.8 Inspect all welds on frame components. Inspections to be completed by a Canadian Welding Association certified welder to identify any significant undercutting or unfinished welds. Report findings to PCA for approval of optional repair work via issuance of a Work Authorization.

2.9 Inspect axles, wheels and sprockets. Report findings to PCA for approval of optional repair work via issuance of a Work Authorization.

2.10 Remove and replace top and bottom guide tracks for grooved wheels of boom carriages.

2.11 Fabricate sixteen (16) "feet" for log lifters as per the provided drawings and dimensions of physical examples.

2.12 Fabricate thirty-two (32) manual rail clamps; sixteen (16) each per required ASCE rail types: 40lb and 60lb. Example clamp to be provided, new clamps must match the identified rail type.

2.13 Prime and paint all components with an application of two (2) coats of Cycloaliphatic Amine Epoxy and finish paint with Aliphatic Acrylic-Polyester Polyurethane, brown in colour (colour matched with paint sample provided by PCA).

2.14 Reassemble all components with new fasteners (A325 galvanized or galvanized equivalent to existing fasteners).

2.15 Deliver the refurbished log lifters and associated components to PCA at the following location:

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

2.16 Delivery to be coordinated with the Project Authority a minimum of ten (10) business days in advance, PCA to schedule a crane for unloading.
Delivery times: Monday to Thursday, 10:00 am to 3:00 pm.

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3.0 SCOPE OF WORK – AS AND WHEN REQUESTED WORK (WORK AUTHORIZATIONS):

Based on the findings during the Mandatory Work in Section 2.0, supplemental work may be necessary. This optional repair work would be approved by the Project Authority via issuance of a Work Authorization. The supplemental work could include, but is not limited to:

- 3.1 Remove all hydraulic and mechanical components, draining any remaining hydraulic fluid, oil and/or fuel and capturing it for disposal in an environmentally friendly manner. A detailed photo log must be kept showing where each component was removed from to assist with tracking pieces and reassembly by PCA.
- 3.2 All hydraulic and mechanical components including, but not limited to, hoses, hydraulic lines, pumps, valves, couplers, tanks, motors and manifolds are to be set aside, labelled, boxed and returned to PCA with the completed log lifters.
- 3.3 Repair or replace frame components with significant material loss following sandblasting.
- 3.4 Repair or replace axels, wheels, and/or sprockets.
- 3.5 Repair poor quality or broken welds as may be identified during inspection.
- 3.6 Complete additional refurbishment work, as outlined in the mandatory work section of the Scope of Work, for up to an additional three (3) 7748 model log lifters.

4.0 DELIVERABLES AND TIMELINES:

- 4.1 Log lifters to be picked up from two (2) identified locations. Log lifters may be picked up and refurbished one (1) at a time. Contractor to pick-up the first log lifter within three (3) weeks of award of contract and provide ten (10) business days notice to PCA to allow for scheduling of a crane.
- 4.2 Completion of mandatory work for one (1) log lifter as outlined in the Scope of Work within two (2) months of pick-up. All mandatory work for the four (4) log lifters to be completed within eight (8) months of award of contract.
- 4.3 Deliver completed log lifters when completed no later than March 31st, 2024. Provide ten (10) business days' notice to PCA to allow for scheduling of a crane.
- 4.4 Supplemental work (Work Authorizations) may be completed anytime between the date of award of contract and a date that allows the Contractor to complete the Work and deliver the completed log lifters back to PCA by March 31st, 2024.

5.0 PCA RESPONSIBILITIES:

- 5.1 Provide four (4) log lifter units for refurbishment.

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- 5.2 Provide a paint swatch for colour matching brown paint colour to be applied to frame and boom carriage components.
- 5.3 Provide a crane for loading log lifters onto Contractor's truck at identified PCA pick-up locations.
- 5.4 Provide a crane for unloading of completed log lifters when delivered back to the identified PCA location.
- 5.5 Review and provide approval for optional repair work (Work Authorization).

APPENDIX I TO ANNEX A STATEMENT OF WORK – 1671 DRAWING

See separate document entitled « APPENDIX I TO ANNEX A.pdf »

APPENDIX II TO ANNEX A STATEMENT OF WORK – 7748 DRAWING

See separate document entitled « APPENDIX II TO ANNEX A.pdf »

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ANNEX B

BASIS OF PAYMENT

Financial Bid Submission Requirements

- (a) Bidder must submit its financial bid in accordance with this Basis of Payment.
- (b) The bid must be submitted in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- (c) Total Combined Evaluated Estimated Bid Price Calculation:
 - a. For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Table A1, A2.1, A2.2 and A2.3.

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

A1. Required Services - Firm Unit Prices

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

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
A1.1	Log Lifter Refurbishment, Model 1671	Each	\$	3	\$
A1.2	Log Lifter Refurbishment, Model 7748	Each	\$	1	\$
(A1)	TOTAL FIRM UNIT PRICES Sum of Extended Totals				\$

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A2. Work Authorizations

A2.1 Work Authorizations – Additional Log Lifter Refurbishment

In consideration of the Contractor completing all of its obligations under the Work Authorization, 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 Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
A2.1.1	Log Lifter Refurbishment, Model 7748	Each	\$	3	\$
(A2.1)	TOTAL FIRM UNIT PRICE Sum of Extended Total				\$

A2.2 Work Authorizations - Labour

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

Item No.	Description	Unit of Measurement	Firm Hourly Rate (a)	Estimated Quantity (b)	Extended Total = a x b
A2.2.1	Labour for optional repairs	Per Hour	\$	100	\$
(A.2.2)	TOTAL LABOUR COSTS Sum of Extended Total				\$

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A2.3 Work Authorizations - Material and Replacement Parts

The Contractor will be reimbursed for the materials and replacement parts reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost plus a firm percentage mark-up as, specified below.

Item No.	Description	Firm % Mark-up (a)	Estimated Value (b)	Extended Total = (1+a) x b
Ex.	Example	5% (=0.05)	\$1,000.00	\$1,050.00
A2.3.1	Materials and Replacement Parts	%	\$10,000.00	\$
(A2.3)	TOTAL MATERIALS AND REPLACEMENT PARTS			\$

A3. Sub-total Evaluated Bid Price

Item	Description	Bid Price
(A)	SUB-TOTAL EVALUATED BID PRICE Sum of A1 + A2.1 + A2.2 + A2.3 =	\$

Notes:

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

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ANNEX C

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services 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.
 - l. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the

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Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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ANNEX D

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

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

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

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

*** To be completed by the Bidder ***

Requirements

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

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier Information

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

List of Names

Name	Title

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Declaration

I, _____, **(name)**
_____, **(position)** of

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

Signature: _____

Date: _____

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ANNEX F TO PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

*** To be completed by the Bidder ***

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? 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.

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By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? 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.