



Parks Canada Parcs Canada

RETURN BIDS **BY FAX** TO:

Bid Fax: (709)772-3651

Attn: Colleen Sheehan

REQUEST FOR A SUPPLY ARRANGEMENT

DEMANDE POUR UN ARRANGEMENT EN MATIÈRE D'APPROVISIONNEMENT

Canada, as represented by the Minister of the Environment for the purposes of the Parks Canada Agency hereby requests a Supply Arrangement on behalf of the identified users herein.

Le Canada, représenté par le ministre de l'Environnement aux fins de l'Agence Parcs Canada, autorise par la présente, un arrangement en matière d'approvisionnement au nom des utilisateurs identifiés énumérés ci après

Comments - Commentaries

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

| | | |
|--|--|---|
| Title-Sujet Request for Supply Arrangements General Contracting Services for Northern Ontario Field Unit. Parks Canada | | Date 03-06-2016 |
| Solicitation No. - No. de l'invitation 5P300-16-5144 | Client Ref. No. - No. de réf du client. | |
| GETS Reference No. - No de reference de SEAG | | |
| Solicitation Closes L'invitation prend fin - at - á 02:00 PM on - le 18-07-2016 | | Time Zone Fuseau horaire - (EST) |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | | |
| Address Inquiries to: - Adresser toute demande de renseignements à : Colleen Sheehan Colleen.sheehan@pc.gc.ca | | |
| Telephone No. - No de téléphone (709) 772-6129 | Fax No. - No de FAX: (709) 772-3651 | |
| Destination of Goods, Services, and Construction: Destinations des biens, services et construction: See Herein | | |
| Vendor/Firm Name and Address Telephone No. - No de telephone: Facsimile No. - N° de télécopieur: | | |
| Name and title of person authorized to sign on behalf of the Vendor/Firm Nom et titre de la personne autorisée a signer au nom du fournisseur/ de l'entrepreneur | | |
| Signature | | Date |

5P300-16-5144**TABLE OF CONTENTS**

| | |
|--|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 INTRODUCTION | 3 |
| 1.2 SUMMARY | 3 |
| 1.3 SECURITY REQUIREMENTS | 4 |
| 1.4 CANADIAN CONTENT | 4 |
| 1.5 DEBRIEFINGS..... | 4 |
| PART 2 - SUPPLIER INSTRUCTIONS | 4 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 4 |
| 2.2 SUBMISSION OF ARRANGEMENTS..... | 4 |
| 2.3 FORMER PUBLIC SERVANT - NOTIFICATION | 5 |
| 2.4 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - NOTIFICATION | 5 |
| 2.5 ENQUIRIES - REQUEST FOR SUPPLY ARRANGEMENTS | 5 |
| 2.6 APPLICABLE LAWS..... | 5 |
| PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS | 5 |
| 3.1 ARRANGEMENT PREPARATION INSTRUCTIONS..... | 5 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 6 |
| 4.1 EVALUATION PROCEDURES | 6 |
| 4.2 BASIS OF SELECTION | 6 |
| PART 5 - CERTIFICATIONS | 6 |
| 5.1 CERTIFICATIONS PRECEDENT TO ISSUANCE OF A SUPPLY ARRANGEMENT | 6 |
| PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES | 7 |
| A. SUPPLY ARRANGEMENT | 7 |
| 6.1 ARRANGEMENT..... | 7 |
| 6.2 SECURITY REQUIREMENTS | 7 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 7 |
| 6.4 TERM OF SUPPLY ARRANGEMENT | 8 |
| 6.5 AUTHORITIES | 8 |
| 6.6 IDENTIFIED USERS..... | 8 |
| 6.7 ON-GOING OPPORTUNITY FOR QUALIFICATION..... | 8 |
| 6.8 PRIORITY OF DOCUMENTS | 8 |
| 6.9 CERTIFICATIONS..... | 9 |
| 6.10 APPLICABLE LAWS..... | 9 |
| B. BID SOLICITATION | 9 |
| .1 BID SOLICITATION DOCUMENTS..... | 9 |
| .2 BID SOLICITATION PROCESS..... | 9 |
| C. RESULTING CONTRACT CLAUSES | 10 |
| .1 GENERAL | 10 |

5P300-16-5144

List of Annexes:

| | |
|-----------|--|
| Annex "A" | Solicitation Documents (attached separately) |
| Annex "B" | Generic Statement of Work |
| Annex "C" | Evaluation Criteria and Basis of Selection |
| Annex "D" | Areas of Service and Ceiling Pricing |
| Annex "E" | Supply Arrangement Information and Call up Procedures |
| Annex "F" | Conditions Precedent to Issuance of a Supply Arrangement |
| Annex "G" | Attestation Form |

PART 1 - GENERAL INFORMATION**1.1 Introduction**

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

1.2 Summary

Request for Supply Arrangements (SA). The Parks Canada Agency requires the services of General Contractors in Northern Ontario Field Unit to manage all aspects of a number of as and when required multi discipline projects that may include the demolition, renovation and construction of various equipment, services or structures, Electrician; Plumbing; Carpentry; Painting and Decorating; Floor Covering Installation; Roofer (Shingled and Built-up); Bricklayer; Cabinet Maker; Concrete Finisher; Fire protection, Gas Fitter; Glazier; Locksmith; Oil Burner Mechanic; Power line Technicians; Heating Ventilation and Air-Conditioning Mechanic; restoration Stone Mason; Sheet Metal Workers; Sprinkler System Installers; Steamfitters/Pipefitters; Tile setter; Welder; Gypsum Board and Plasterer; Acoustical Ceiling Installer/Repairer alteration or repair of roads, landscaping services, supply of heavy equipment and labour for (but not limited to) post hole diggers, trenchers, bulldozers, backhoes, graders, cranes, hymacs, loaders, paving machines, rollers, etc. Provide services for the demolition of buildings and infrastructure including disposal of demolished materials. Supply of materials for roads and grounds projects including (but will not be limited to), shale, sand, gravel, asphalt, riprap stone, salt, calcium, cement and precast concrete products .

5P300-16-5144

Duration of the Supply Arrangement:

The Supply Arrangement will be valid for two (2) years from the date of issue with the option for two (2) one-year extensions.

- a) Contracts resulting from the SA can range from any amount up to \$200,000 (applicable taxes included).
- b) as per the Integrity Provisions under section 01 of Standard Instructions 2008, suppliers must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- c) "The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

1.3 Security Requirements

There is a security requirement associated with the requirement of the Supply Arrangement. For additional information, see Part 6 - Supply Arrangement and Resulting Contract Clauses.

1.4 Canadian Content

The goods and/or services covered by the Supply Arrangement may be limited to Canadian goods and/or services as defined in clause A3050T.

1.5 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2016-04-04) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

2.2 Submission of Arrangements

Offers must be submitted only to Parks Canada Bid Receiving Unit **BY FAX** up to the date, time and facsimile indicated on the cover page of the Request for Supply Arrangements. Request for Supply Arrangements will be evaluated when received. **Contractors who qualify, will be immediately issued a Supply Arrangement.**

5P300-16-5144

2.3 Former Public Servant - Notification

Service 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. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

2.5 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than 5 calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers 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 suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

2.6 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement as follows:

Section I: Mandatory requirements (1 copy)

5P300-16-5144

Section II: Financial Arrangement (Annex D) (1 copy)

Section I: Technical Arrangement

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements. See Annex C – Evaluation Criteria and Basis of Selection.

Section II: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with the Annex D – Areas of Service and Ceiling Pricing.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**4.1 Evaluation Procedures**

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

4.2 Basis of Selection

An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria to be declared responsive.

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications and associated information to be issued a supply arrangement (SA).

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

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

5.1 Certifications Precedent to Issuance of a Supply Arrangement

The certifications listed below should be completed and submitted with the arrangement, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier of a time frame within which to provide the information. Failure to comply with the request of the Supply Arrangement Authority and to provide the certifications within the time frame provided will render the arrangement non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting an arrangement, the Supplier certifies that the Supplier and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Arrangement of Standard Instructions

5P300-16-5144

2008 (2016-04-04). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Commercial General Liability Insurance

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex B of Invitation to Tender document as attached.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES**A. SUPPLY ARRANGEMENT****6.1 Arrangement**

The Supply Arrangement covers the Work described in the Statement of Work at Annex B

6.2 Security Requirements

For work in specified areas contractors and all employees working within the specified areas will be required to undergo a Criminal Records Check prior to commencement of any work. The requirement for a CPIC will be clearly indicated on any applicable Invitation to Tender (ITT) issued by Parks Canada. Information on the Canadian Police Information Centre (CPIC) is available on the following web site: www.cpic-cipc.ca/English/index.cfm

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2020(2016-04-04) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

6.3.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement.

This data must include all purchases paid for by a Government of Canada Acquisition Card. The data must be submitted on a yearly basis basis to the Parks Canada Supply Arrangement Authority.

Electronic reports must be completed and forwarded to the Supply Arrangement Authority no later than 15 calendar days after the end of the quarterly period. An electronic version of the form in Excel and/or Lotus spreadsheet format is available on the Business Access Canada Website, under "Publications, Manuals, Forms", at the following address: <http://contratscanada.gc.ca/en/index.html>).

5P300-16-5144

Reports may be sent either by fax or email. Information for both can be found on Page 1.

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement will be for two years from date of award with an option for an additional two 1 year periods.

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Colleen Sheehan
Advisor, National Contracting Services
Parks Canada Agency
John Cabot Building
St. John's, NL A1C 6M1
Telephone : 709-772-6129
Facsimile : 709-772-3651
Email: colleen.sheehan@pc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6.5.2 Supplier's Representative ** to be completed by contractor******

Name: _____

Address: _____

Telephone: ____ - ____ - ____

E-mail address: _____

6.6 Identified Users

The Identified User: Designated representatives of Parks Canada Agency.

6.7 On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

6.8 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.

5P300-16-5144

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2016-04-04) General Conditions - Supply Arrangement - Goods or Services
- (c) Annex "A" Solicitation Documents (attached separately)
- (d) Annex "B" Generic Statement of Work
- (e) Annex "C" Evaluation Criteria and Basis of Selection
- (f) Annex "D" Areas of Service and Ceiling Pricing
- (g) Annex "E" Supply Arrangement Information and Call up Procedures
- (h) Annex "F" Conditions Precedent to Issuance of a Supply Arrangement
- (i) Annex "G" Attestation Form
- (j) the Supplier's arrangement dated _____ (*insert date of arrangement*) (*if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on _____" or "as amended _____". (Insert date(s) of clarification(s) or amendment(s), if applicable).*

6.9 Certifications**6.9.1 Compliance**

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing associated information are conditions of issuance of the Supply Arrangement (SA). Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the Supply Arrangement.

6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. BID SOLICITATION**1. Bid Solicitation Documents**

Canada will use the bid solicitation templates at Annex A.

2. Bid Solicitation Process

- 2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.
- 2.2** The bid solicitation will be sent directly to suppliers.
- 2.3** Contracts resulting from the SA can range from any amount up to \$200,000.(applicable taxes included)

5P300-16-5144

C. RESULTING CONTRACT CLAUSES

1. General

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

For any contract to be awarded using:

Parks Canada Work Order for simple low risk projects not exceeding \$25,000

Parks Canada Standard Invitation to Tender for up to \$200,000.00

A copy of the template(s) are attached at Annex A.

Please note: The latest versions of these templates and terms and conditions will be used at time of bid solicitation.

Annex A

Solicitation Documents *(attached separately see folder: Annex A Solicitation Docs)*

- Parks Canada Work Order for simple low risk projects not exceeding \$25,000
- Parks Canada Standard Invitation to Tender for up to \$200,000.00

5P300-16-5144

**ANNEX B
GENERIC STATEMENT OF WORK****1. SCOPE OF WORK****1.1 General**

The work under the resulting Supply Arrangements comprise the furnishing of all labour, material, tool and equipment required for the performance of General Contracting Services for Northern Ontario Field Unit including Pukaskwa National Park , Sault Ste.Marie Locks and Fort St. Joseph.

1.2 Trade Certifications

The successful General Contractors shall ensure that all personnel performing work in the following trade disciplines are licensed including all subcontractors hired to perform any work on behalf of the General Contractor. The use of registered apprentices will be as directed by the project authority. Vehicle and equipment operators shall have a valid motor vehicle license issued by the Province of Ontario with the appropriate classes of license for the equipment used in the performance of any supply arrangement contract. General Contractors shall provide copies of certificates and proof of certifications when and if requested by the Project Authority. The General Contractor is not required to be licensed in any of the applicable trades. General Contractors that do not hold any trade certification will only perform administrative project implementation activities and tasks that do not require licensed personnel to perform them.

1.3 Supervision

The General Contractors shall provide constant supervision of the work by maintaining a competent foreman onsite, who is authorized to receive in the name of the Contractor, any orders and other communications relative to the work. The foreman must have the ability to read plans and specifications. At the request of the Technical Authority, the Contractor will have to dismiss from the workplace, every person allocated to the work and who, in the opinion of the Technical Authority, is unfit, behaves badly or constitutes a danger for the security.

1.4 Cooperation

The General Contractor and his employees has to cooperate completely with the other contractors or workers sent on the site by the Technical Authority.

1.5 Work quality

The Contractor must provide his plan of quality and his sub-contractor plan of quality.

The Contractor shall perform the activities required for the realization of the work, taking care not to alter the quality of materials.

It is up to the Technical Authority to decide if the work were executed in accordance with the contract and if the workforce, the materials, tools and equipment used were suitable in the execution the aforementioned work.

The Technical Authority can order the execution of additional work and/or he can eliminate or modify any part of the work planned by the contract.

1.6 Negligence

5P300-16-5144

When the General Contractor neglects to observe a directive given in due form by the Technical Authority or when he is lacking in any other contractual obligation, the Technical Authority can take the measures which he considers necessary to remedy the negligence.

The General Contractor will pay off all the expenses, spending or damages incurred to the Parks Canada Agency as a result of the negligence or afterward, the corrective actions, which result from the aforementioned negligence.

2. SITE ACCESS

The movement of men, material and equipment shall be subject in advance to the approval of the Technical Authority or a designated representative.

3. STANDARDS

- Throughout the various sections and subsections of this specification reference is made to domestic, national and international standards. These standards shall be considered an integral part thereof and shall be read in conjunction with the specification as if they were reproduced herein. The Contractor shall therefore be fully familiar with their contents and requirements. The latest edition of all standards shall be applicable unless a specifically dated edition is mentioned.
- When reference is made to certain detailed drawings, catalogues or similar related data as published by equipment suppliers, the Contractor shall be solely responsible for obtaining these from the described sources.

4. REFERENCE TO TRADE NAMES

When trade names are used in specifications for specific work they are not necessarily restrictive unless specifically required. The acceptability of materials other than those specified shall be determined by the Technical Authority.

5. ACCEPTABILITY OF MATERIAL

The acceptance of materials other than those specified shall be determined by the Technical Authority or a designated representative of in advance of the use by the Contractor.

The Contractor who wishes to submit a request for acceptance of non-specified materials and a substitution request by materials or equipment which he considers equivalent, has to submit their request to the contracting authority prior to the tender closing, for the authorization of the Technical Authority.

The establishment of the proof of equivalence is the responsibility of the Contractor should contain the following:

- 1) Supply the characteristics, the technical specifications and other useful information describing the offered materials and make the comparison with those of the specified materials;
- 2) Supply all the trial results of resistance or behavior required by the Technical Authority;
- 3) Supply any other piece of information, condition maintenance, essay or report required by the Technical Authority.

These materials have to respect the criteria of conformity with the standards workbenches in the contract.

The Technical Authority will approve or reject the substitutions and will make that decision based on the

5P300-16-5144

information supplied by the contractor.

The Contractor is responsible for any delay caused directly or indirectly by these substitutions. The modifications in the other parts of the work required by these substitutions must be executed at the Contractor expense.

Technical Authority reserves the right to cancel any purchase, if irregularities are noticed in the quality and/or the quantity of the supplied materials and/or the delivery deadlines.

6. SCHEDULE OF WORK

- The Contractor shall arrange his work in such a manner as to cause the least inconvenience to the building or site occupants.
- Work on job sites will normally be carried out between the hours of 08h00 and 16h30, Monday to Friday, unless authorized otherwise by the Technical Authority. The Contractor has to inform the Technical Authority at least 48 hours before the beginning of the works outside the regular schedule.

7. USE OF PREMISES

- At the discretion of the Technical Authority, the contractor may be permitted to store some of its apparatus, materials, etc., at or near the job site. In the absence of permission from the Technical Authority to store equipment, the contractor shall be responsible for the provision of storage facilities which may be required for the storage of its equipment and materials. At all times, the contractor shall confine its equipment, storage of materials and operations of its employees to limits indicated by law, ordinances or the direction of the Technical Authority, and shall not unreasonably encumber the site.

8. SITE VISIT

- Before submitting an Invitation to Tender the Contractor may be instructed to report to the Technical Authority, to acquaint himself with all conditions that may affect his work prior to visiting the project site.
- Each bidder will be recognized as having visited the work site during the tender period. Therefore, no claim will be submitted course work for visible items and existing or foreseeable problems and difficulties.

9. SUPPLY AND/OR INSTALLATION

Unless the word "only" suffixes "supply" or "install" or other variations of these words according to the section wherein they are used, it is the express intent of this document that "supply and install" is implied. This will not apply to work supplied by one section and installed by another.

10. RESPONSIBILITY

- The responsibility for the requirement and work included in these documents, including any portion of the work to be performed by a subcontractor, rests solely with the Contractor.

The responsibility for measurements and quantities rests solely with the Contractor

5P300-16-5144

11. DAMAGE TO EXISTING FACILITIES

The Contractor shall take all necessary precautions to protect and prevent damage to any structure and all surrounding property and installations. The Contractor must repair all damages caused on the work site by its operation without delay and at no expense to the Consignee.

12. PLANS AND SPECIFICATIONS

The Contractor shall have at all times on the site, a complete, up to date set of specifications for the work being performed.

13. CLEAN UP

The Contractor shall perform a daily cleanup of the debris resulting from the work, and all hazardous impediments shall be removed from the site at the end of each work day, to the satisfaction of the Technical Authority. The Contractor have to take all means to control the dust caused by his work.

14. FIRE SAFETY REQUIREMENTS

- Fire Safety Plan Contractors and their personnel shall be familiar with this section and its requirements when performing work on any Federal Government Property.
- Fire Department Briefing.
The Construction Project Manager shall co-ordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Technical Authority before any work is commenced.
- Reporting Fires
 - (1) Know the location of nearest fire alarm box and telephone, including the emergency phone number.
 - (2) Report immediately all fire incidents to the Fire Department as follows:
 - (a) Activate nearest fire alarm box, or
 - (b) Telephone 911
 - (c) Person activating fire alarm shall exit building and remain in area to direct Fire Department to scene of fire, and provide other details as required.
 - (d) When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- Interior and Exterior Fire Protection and Alarm Systems
 - (1) Fire protection and alarm systems shall not be:
 - (a) Obstructed.
 - (b) Shut off.
 - (c) Left inactive at the end of a working day or shift without notification and authorization from the Technical Authority or his representative.
 - (2) Fire hydrants, standpipes and hose systems shall not be used for other than firefighting purposes unless authorized by the Technical Authority.
- Fire Extinguishers
The Contractor shall supply fire extinguishers, as scaled by the Technical Authority, necessary to protect, in an emergency, the work in progress and the Contractors physical plant site.

5P300-16-5144

- **Blockage of Roadways**
The Technical Authority shall be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Technical Authority, erecting of barricades and the digging of trenches.

- **Smoking Precautions**
Smoking is not permitted in any base building or facility.

- **Rubbish and Waste Materials**
 - (1) Rubbish and waste materials are to be kept to a minimum.
 - (2) The burning of rubbish is prohibited.
 - (3) Removal:
All rubbish shall be removed from the work site at the end of the work day or shift or as directed.
 - (4) Storage:
 - (a) Extreme care is required where it is necessary to store oily waste in work areas to ensure maximum possible cleanliness and safety.
 - (b) Greasy or oily rags or materials subject to spontaneous combustion shall be deposited and kept in an approved receptacle and removed as required in 14.h.3.

- **Flammable Liquids**
 - (1) The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada.
 - (2) Flammable liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing the Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for work purposes requires the permission of the Technical Authority.
 - (3) Transfer of flammable liquids is prohibited within buildings or on jetties.
 - (4) Transfer of flammable liquids shall not be carried out in the vicinity of open flames or any type of heat-producing devices.
 - (5) Flammable liquids having a flash point below 38oC such as naphtha or gasoline shall not be used as solvents or cleaning agents.
 - (6) Flammable waste liquids, for disposal, shall be stored in approved containers located in a safe, ventilated area. Quantities are to be kept to a minimum and the Fire Department is to be notified when disposal is required.

- **Hazardous Substances**
 - (1) If the work entails the use of any toxic or hazardous materials, chemicals, and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the National Fire Code of Canada.
 - (2) The Technical Authority is to be advised, and "Hot Work" permit issued in all cases involving welding, burning or the use of blow torches and salamanders, in buildings or facilities. Special precautions are necessary to safeguard life and property from damage by fire or explosives.
 - (3) Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers, equipped with sufficient fire extinguishers shall be provided.

5P300-16-5144

The determination of dangerous or hazardous areas along with the level of precaution necessary for Fire Watch shall be at the discretion of the Technical Authority. Contractors are responsible for their work on a scale established and in conjunction with the Technical Authority at the pre-work conference.

(4) Where flammable liquids, such as lacquers or urethanes are to be used proper ventilation shall be assured and all sources of ignition are to be eliminated. The Technical Authority is to be informed prior to and at the cessation of such work.

- Questions and/or Clarification

Any questions or clarification on Fire Safety in addition to the above requirements shall be directed to and cleared through the Technical Authority.

15. SAFETY AND SECURITY

- All work will be done in compliance with construction safety measures of National Building Code of Canada and Applicable Parks Canada Agency Safety Regulations, the more stringent shall apply.
- The Contractor is the only responsible for the safety and security on the construction site, for the adequate protection of the workers, for the safety of the staff and the public, for the protection of materials and equipment as well as for the preservation in good condition of the project in the course of execution.
- In these purposes, the Contractor has to supply any time and at his expenses:
 - A sufficient number of fences, barriers, posters, guards and others to assure this security;
 - The necessary conveniences for the execution of the works, as the heating, the lighting, the ventilation and others.
- The Contractor has to make all that is needed to assure an adequate prevention regarding health and regarding safety on the work site, within the framework of the laws and the current regulations.
- The Contractor has to define and implement prevention measures regarding health and regarding safety in the work, within the framework of the laws and current regulations in particular:
 - The works in closed space: for that purpose, the Contractor has to plan and include all the elements to insure the safety of the employees for the works in closed space, concerning the ventilation, the dusts, the vapors of solvent and any other material which can damage the realization of the works in complete safety. The Contractor has to plan a meeting with the representative of the manufacturer before the beginning of the works. As well as the Technical Authority or of his representative during the verification surveys of the works. These measures will have to be in accordance with the current laws and regulations;
 - The regulations adopted under the Law on the industrial and commercial concerns;
 - The regulation adopted under the Law of the protection of the public health;
 - The regulations adopted under the Law on the quality of the environment;
 - The regulation on the services of the first aids adopted under the Law on occupational accidents;
 - Any adopted regulation or which will be adopted under the Law on the health and the safety of the work of Ontario or which will apply to the construction site. A particular attention must be brought to the article 3.21" Work in a closed space ".

5P300-16-5144

- The Contractor has to establish a program of prevention developed together with the subcontractors, if necessary. To this end, he formulates the general requirements likely to clarify basic rules, organization of the prevention on the construction site as well as the measures of supervision and control. Every subcontractor has to, in association with the Contractor, establish specific measures of prevention, taking into account works to be made and particular working methods. These specific measures come to complete the program of prevention of the Contractor and to become integrated into it to constitute the basis of the prevention on the building site.
- The Contractor has to put back the plans of temporary work which describe the method recommended to allow the construction or the repair of a permanent work, at least seven (7) days before the beginning of the works.
- Before the beginning of the works, the Contractor has to put back a copy of proof of employment in closed space of all the workers allocated to the construction site.
- The workers have to carry(wear) a security equipment, that is a helmet, a number, boots of safety, a mask, glasses, a harness, etc.
- The Contractor must assure the safe passage of pedestrians and clients.

16. WHMIS

- Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
- Deliver copies of WHMIS data sheets to Technical Authority on delivery of materials.
- Keep copies of Material Safety Data sheets for all hazardous materials on site and make available to anyone "working with" and/or "in proximity to" the hazardous material.

17. NON-COMPLIANCE WITH REGULATIONS

- In the event contract personnel are found to be in non-compliance with the health and safety regulations while on Parks Canada property, the following action will be taken by the Site General Safety Officer and/or designated officials:
 - (1) FIRST INCIDENT; supervisor will be told to remove person from Parks Canada property until the next work day.
 - (2) SECOND INCIDENT; person will no longer be permitted on Parks Canada property for the duration of that project.
- The incidents noted above need not be a repeat of a previous occurrence, but may take the form of unrelated instances of non-compliance with the health and safety regulations by the same individual.
- In circumstances where repetition of incidents indicates a lack of adherence to the health and safety regulations by the supervisor, the contractor will be instructed to remove the supervisor from the property.

5P300-16-5144

- Should the contractor be responsible for a delay in the progress of the work due to an infraction of the legislated requirements, or the safety requirements, the contractor will, at its own expense, work such overtime, acquire and use manpower and/or equipment for the execution of the contract work, as deemed to be necessary, in the opinion of the Technical Authority, to avoid delay in the final completion of the work or any operations thereof.

18. APPLICATION FOR A VARIANCE

- Contractors and Subcontractor may request a variance, in unusual circumstances, whenever regulations are considered contributory rather than preventive in nature to achieving the aims of our safety program. The decision to approve/disapprove the variance will be made by the Technical Authority and will be binding.
- Variances to Parks Canada safety regulations can only be approved or disapproved whenever the Parks Canada regulations are more stringent than the minimum requirements.

19. Public utility

- It is the responsibility of the Contractor to make locate by the competent authorities, the services of underground utilities such as gas, electrical son, mass, etc., before starting work.
- During the excavation, if public utility poles and their anchorages are to keep up, they must be supported temporarily by the Contractor. In this case, the Contractor shall submit his method to the Technical Authority for approval.

20. Environment protection

- The contractor shall neither reject nor pour or let out on the ground or into water courses no organic or inorganic contaminants, including but not limited to, petroleum products or their derivatives, or antifreeze or solvents. These materials and any contaminated materials or produced by these must be recovered at source and disposed of according to law, policy and regulations;
- The Contractor have to make a spillage report after every event;
- The contractor must have permanently petroleum product recovery an emergency kit including containment socks, absorbent rolls, sphagnum moss, and related containers and accessories (gloves, etc.) essential to guard against accidental spills of small scale and ensure recovery, storage soiled material and soil management and contaminated equipment. The kit should include enough absorbent rollers to allow to intervene on the width of the water body or contain petroleum products within the scope of the machinery involved. It must be easily accessible at all times for rapid intervention;
- The machinery must be stored, maintained and refueled at more than 250 feet from rivers;
- The equipment used for the work will be in good condition and present no leakage of fuel, oil or grease;
- For work near river, the Contractor must implement sediment control measures before starting any operations.

5P300-16-5144

ANNEX “C”

EVALUATION CRITERIA AND BASIS OF SELECTION

1. It is the intention of the Crown to evaluate this requirement as follows:

Each bid will be examined to determine that it meets the Mandatory Requirements detailed at section 2. Bids which fail to meet any of the Mandatory Requirements will be given no further consideration and will be considered non-compliant.

2. MANDATORY CRITERIA

M1. The Bidder must submit a detailed narrative demonstrating experience. This narrative should be in the form of a company resume, outlining projects where the bidder acted as a General Contractor, please include a descriptions of work, the dates of the projects, firms whom the work was done for, dollar value of work, etc.

The Bidder must demonstrate they have been active for the past two years in acting as a General Contractor and managing all aspects of projects that may include the demolition, renovation, landscaping/excavation, mechanical and construction. The bidder must also be willing and capable to be an active general contractor for all required services listed in the Annex B – Generic Statement of Work.

5P300-16-5144

ANNEX “D” - AREAS OF SERVICE AND CEILING PRICING

Areas of Service and Call Out Rate:

Contractors should indicate areas in which they intend to provide services and the value of the projects that they would submit quotes in response to ITTs.

Ceiling Pricing

The ceiling prices shall be the maximum pricing that the Contractor will charge for the duration of the Supply Arrangement. This pricing doesn't preclude the Contractor from using lower rates in the quotations that they provide in response to the ITTs issued under this Supply Arrangement.

Call-Out Rate: is an all-inclusive rate which includes but, is not limited to, transportation and/or traveling expenses for equipment and personnel (to and from work locations) and first hour of on-site productive labour during regular working hours from 7:30 a.m. to 5:00 p.m. local time from Monday to Friday, excluding Statutory Holidays. Call-Out Rates will not apply if the crew is already on-site for other work.

Hourly Labour Rate: is an all-inclusive rate for the provision of on-site productive labour during regular working hours from 7:30 a.m. to 5:00 p.m. local time from Monday to Friday, excluding Statutory Holidays.

| Location Of Work | Contract Period Ceiling Prices | | Year #1 Option Ceiling Prices | | Year #2 Option Ceiling Prices | |
|---|--------------------------------|----------------------|-------------------------------|----------------------|-------------------------------|----------------------|
| | <i>Call-Out</i> | <i>Hourly Labour</i> | <i>Call-Out</i> | <i>Hourly Labour</i> | <i>Call-Out</i> | <i>Hourly Labour</i> |
| Pukaskwa National Park Heron Bay Ontario | \$ | \$ | \$ | \$ | \$ | \$ |
| Sault Ste.Marie Locks Sault Ste.Marie Ontario | | | | | | |
| Fort St Joseph Richards Landing Ontario | | | | | | |
| Lake Superior National Marine Conservation Area Nipigon Ontario | | | | | | |

CALL-OUT RATES FOR SERVICE AFTER REGULAR HOURS:

Call-out Rates for Service Calls between 5:01 p.m. And 7:29 a.m. Monday to Friday, on Statutory Holidays and Weekends to be added to above ceiling prices for regular hours

Call-Out Rate \$ _____ Hourly Labour Rate \$ _____

Parts, Materials and Labor

Mark-up above the laid down cost on Parts, Materials and Sub-contracted labor shall not exceed _____% inclusive

The Northern Ontario Field Unit has various small assets in Ontario such as commemorative plaques, statues, signs, etc. From time to time Parks Canada may have a requirement for similar work at these miscellaneous sites. This Supply Arrangement will also cover work in these areas. Contractors invited to submit quotes must provide pricing that is in line with the Ceiling Rates provided above for areas in close proximity to the work area outlined in the those specific Statements of Work.

5P300-16-5144

ANNEX "E", SUPPLY ARRANGEMENT INFORMATION AND CALL-UP PROCEDURES**A1 General Information****1.1 Objectives**

The objectives of the Supply Arrangements are:

- I. To establish an open and competitive procurement process for the provision of services;
- II. To minimize the cost of services to Canada and the Industry; and
- III. To pre-establish terms and conditions under which the services will be delivered.

1.2 Outline of the Supply Arrangement Process

A Supply Arrangement is not a contract. Supply Arrangements include a set of predetermined terms and conditions that will apply to any subsequent contract. The use of Supply Arrangements allows efficient processing of contracts for Construction Service projects because Contractors who are issued a Supply Arrangement will have agreed to all applicable terms and conditions as well as applicable specifications (see Annex "B") in advance of any contract award.

1.3 Compliance Audit

1.3.1 The Contractor's compliance with information provided as per Annex "F" may be subjected to verification by government audit, at any time during the period of the Supply Arrangement.

1.3.2 If the Contractor refuses to permit such audit or if such audit demonstrates that the facility or company no longer meets the requirements of the criteria used to evaluate the original proposal, the Supply Arrangement will be immediately suspended until such time as the Supplier demonstrates compliance with the said criteria.

1.4 Withdrawal of Authorization to use the Supply Arrangement Provisions

1.4.1 If, during the course of the Supply Arrangement, the Supply Arrangement Authority becomes aware that the Contractor is in violation of the terms and conditions of this Arrangement or any associated contract (e.g., either through random inspections or written complaints from Project Authority, the Supply Arrangement Authority may withdraw authorisation to use the Supply Arrangement.

1.4.2 Conditions, which may result in withdrawal of authorisation to use the Supply Arrangement, include:

(a) *Unsatisfactory Contractor Performance*

For each incident reported in writing to the Supply Arrangement Authority regarding unsatisfactory Contractor performance such as: poor quality, failure to comply with specifications/drawings, or inadequate warranty, the Contractor shall be asked to provide in writing to the Supply Arrangement Authority within seven (7) calendar days of the request, what corrective actions will be taken to correct the current situation and how the Contractor will mitigate future occurrence of the problem. Parks Canada may withdraw the Supply Arrangement with that Contractor if the Contractor does not rectify their poor performance or there is a second incident of poor performance.

(b) *Non-Response to Requirements (ITT), for Not Quoting, Submitting High Prices Or Unreasonable Delivery*

For each incident reported in writing by the PA/TA to the Supply Arrangement Authority regarding the Contractor not responding to Invitation to Tender (ITT) or deliberately quoting a high price in order to avoid receiving a contract, or providing unreasonable delivery dates/lead times the Supply Arrangement Authority will send a notice to the Contractor to explain what corrective measures are required. Should the Contractor fail to remedy the unacceptable bidding practices Parks Canada may withdraw the Supply Arrangement with the Contractor.

5P300-16-5144

1.4.3 Withdrawal of authorisation to use the Arrangement, for whatever reason, does not remove the right of the Parks Canada to pursue other measures that may be available.

A2 How Does a Supply Arrangement Work? The Two Phase Procurement Process

2.1 Phase 1 - How Supply Arrangements will be issued

Phase 1 is the action, by Parks Canada, of soliciting offers from Contractors to provide Services. Parks Canada intends to issue Supply Arrangements (SAs) to those whose offers meet all the Mandatory Requirements and Conditions Precedent to the Issuance of the Supply Arrangements.

2.2 Phase 2 - How to Bid on a Requirement

Phase 2 is the action, by Designated Representatives, of tendering for specific projects on an as-and-when-requested basis. Designated Representatives shall only request a quote from the Contractors who have received Supply Arrangements through Phase 1 and have indicated at Annex "D" a willingness to provide services in the area of where project will commence.

The Parks Canada representative will issue a "Invitation to Tender" (ITT) to SA Holders who must submit their tenders according to the instructions in each ITT. The tenders will be evaluated by client, according to the method stated in the ITT. The successful bidder will be awarded a contract (Call-up).

Each call-up awarded will incorporate by reference, all the terms and conditions set out in the Supply Arrangement.

A3 Procedures to Invitation to Tender and Contracting

3.1 Establishment of Supply Arrangement for Rotational Sourcing

Parks Canada Service Centres will provide all designated users with the list of Supply Arrangement (SA) Holders. The list shall be sorted in Numerical Order, based on the individual Supply Arrangement number of the SA Holder. This list will be maintained by the Contracting Authority. It will be the responsibility of the Designated Representatives, to contact the Contracting Authority prior to the solicitation of bids. The Contracting Authority will advise the Departmental Representative which firm/firms are next on the list to receive an Invitation to Tender.

3.2 For all requirements up to an estimated value of \$25,000.00, (applicable taxes included)

SA Holders shall be contacted using a Rotational Basis, based on the list established under 3.1. Parks Canada shall contact at least one SA Holder by issuing a bid solicitation in the form of a "Invitation to Tender" (ITT).

3.3 For all requirements with an estimated value between \$25,001.00 and \$100,000.00 (applicable taxes included)

A minimum of 3 SA Holders must be sent a ITT using a Rotational Basis, based on the list established under 3.1.

3.4 For all requirements with an estimated value greater than \$100,001.00,

All SA Holders must be sent an ITT, based on the list established under paragraph 3.1.

There must be no less than three available Supply Arrangements to proceed with a requirement greater than \$25,000.00. If there has not been a sufficient number of Supply Arrangements issued to achieve maximum competition then the Designated Representative must request a call-up be completed at the Service Centre. The Service Centre will post the ITT on the Government Electronic Tendering Service (GETS).

5P300-16-5144

ANNEX "F" CONDITIONS PRECEDENT TO ISSUANCE OF A SUPPLY ARRANGEMENT

The certifications and information should normally be submitted with the bid, but may be provided afterwards. Canada may declare a bid non-compliant if the certifications and information are not submitted or completed when requested. Where Canada intends to reject a bid pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-compliant. Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada during the bid evaluation period (prior to Supply Arrangement issuance) and after Supply Arrangement issuance. The Contracting Authority will have the right to ask for additional information to verify the Bidder's compliance with the applicable certifications before issuance of a Supply Arrangement. The bid will be declared non-compliant if it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Any failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-compliant. In order to be considered for issuance of a Supply Arrangement, the Bidder whose Bid is technically compliant, must meet the following conditions:

1. Workers Compensation

The Bidder must have an account in good standing with the applicable provincial or territorial Workers Compensation Board. The Bidder must provide, when requested, a certificate or letter from the applicable Workers Compensation Board confirming the Bidder's good standing account.

2. Bidder's Procurement Business Number: _____

3. Canadian Content Certification

This procurement is limited to Canadian goods and Canadian services. Bidders should submit this certification completed with their arrangement. If the certification is not completed and or submitted with the arrangement, the Supply Arrangement Authority will so inform the Contractor and provide the Contractor with a time frame within which to submit this completed certification. Failure to comply with the request of the Supply Arrangement Authority and submit the completed certification will render the arrangement non-responsive. The Contractor certifies that a minimum of 80 percent of the total arrangement price consists of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

Annex 7.8 of the *Supply Manual* (http://www.pwgsc.gc.ca/acquisitions/text/sm/chapter07_e.html#annex_7.8) shows how Canadian content is determined for a mix of goods, a mix of services or a mix of goods and services.

Signature

Date

5P300-16-5144

4. Federal Contractors Program for Employment Equity - \$200,000 or more

The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible Contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible Contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bid from ineligible Contractors will be declared non-responsive.

If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC. The form can be found on the following Service Canada Website: <http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>.

The Bidder certifies its status with the FCP-EE, as follows:

The Bidder

(a) () is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,

(b) () is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) () is subject to the FCP-EE, and has a valid certificate number as follows:
_____ (e.g. has not been declared ineligible Contractor by HRSDC).

Further information on the FCP-EE is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

Signature of authorized representative: _____

5P300-16-5144

5. Former Public Servant

Contracts with 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 with FPS, bidders must provide the information required below.

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 () No ()**

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

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

5P300-16-5144

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: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature

Date

5P300-16-5144

ANNEX "G"

**Attestation and Proof of Compliance with Occupational Health and Safety (OHS)
Submission of this completed form, satisfactory to Parks Canada, is a condition of
gaining access to the work place.**

Instructions:

Prime contractor must sign this form for all projects undertaken at Parks Canada work places.

This form is to be administered by the Project Manager and completed by the Prime Contractor AFTER contract award.

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/Contracting Authority (delete as required) | | |
| Prime Contractor | | |
| Subcontractor(s) (add additional fields as required) | | |

| |
|---|
| Location of Work |
| General Description of Work to be Completed |

5P300-16-5144

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 _____