

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Agence Parcs Canada Module de réception des soumissions 111, rue Water Est Cornwall ON K6H 6S3

BY EMAIL: cornwall.quote-soumission@pc.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Parks Canada Agency We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out

Proposition à : l'Agence Parcs Canada Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux Annexes ci-joints, les articles et les services énumérés ici et sur toute feuille ciannexée, au(x) prix indiqué(s).

This RFP contains security requirements.

therefore.

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Title-Sujet	
Bilingual Boat Excursion Richelieu, departing from aux-Noix	_
Solicitation No Nº de l'invitation 5P300-18-0009 A	March 15, 2018
GETS Reference No. – Nº de référen	nce de SEAG
Client Reference No. – Nº de référence d	u client
Solicitation Closes L'invitation prend fin –	Time Zone Fuseau horaire -
at – à 2:00 pm on – le April 24, 2018	Eastern Daylight Savings Time (EDT)
Address Inquiries to: - Adresser tou renseignements à :	ite demande de
Céline Morin (celine.morin	pc.gc.ca)
Telephone No No de téléphone 613-938-5940	Fax No. – Nº de FAX:
Destination of Goods, Services, Destinations des biens, services	
Parcs Canada	
2, rue De Richelieu	
Chambly QC J3L 2B9	
Vendor/Firm Name and Addres Raison sociale et adresse du fou l'entrepreneur :	
Telephone No Nº de téléphone :	
Facsimile No N° de télécopieur :	
Courriel:	
Name and title of person authorized Vendor/Firm (type or print) Nom et titre de la personne autorise fournisseur/ de l'entrepreneur (tap d'imprimerie)	ée a signer au nom du
Name/Nom	Title/Titre
Signature	Date

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IMPORTANT NOTICE TO BIDDERS

Direct Deposit

In April 2012, the Government of Canada announced that it will be replacing cheques with electronic payments by April 2016. Contract payment(s) currently made by cheque will be replaced by Direct Deposit. Businesses are encouraged to proactively enrol with Parks Canada. Please contact Céline Morin at celine.morin@pc.gc.ca in order to obtain a Direct Deposit enrolment form.

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

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by Parks Canada Agency Security Directorate (PCASD).
 - The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
 - Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCASD.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.2 Statement of Work

The contract involves providing the necessary vessel or vessels to offer 30 – 45 minute bilingual boat excursions on the Richelieu River.

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 Fort Lennox National Historic Site visitors' centre located at 2, rue De Richelieu, Chambly QC, on **March 27, 2018.** The site visit will begin at 11:00 a.m. EDT.

Bidders are requested to communicate with the Contracting Authority no later than March 19, 2018 at 2:00 p.m. DST 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.

1.5 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. (By mail to the Cornwall ON address or by email to cornwall.quote-soumission@pc.gc.ca)

2.3 Former Public Servant

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

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

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

a. name of former public servant;

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b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 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.

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 Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green
Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

	MANDATORY REQUIREMENTS
M1	The Bidder must show in their bid that they are able to offer interpretation services in both of Canada's official languages.
M2	Bidders must submit with their proposal the description of the proposed boat or boats with their proposal as well as the valid Transport Canada certification of the vessel or vessels. The certification must correspond to the type of vessel and the type of voyage they will be making. A certificate of compliance issued by a naval architect stating that the vessel meets Transport Canada standards will also be considered.
	Note: If a new boat is proposed, evidence that its design and/or its construction have been approved by Transport Canada must be provided on the date and time of the closing of tenders. A certificate of compliance issued by a naval architect stating that the vessel meets Transport Canada standards will also be considered. In the case of a proposal with a new boat, the bidder must also demonstrate beyond doubt that the boat will be operational for the start of execution of the contract.

4.1.1.2 Point Rated Technical Criteria

Bids that meet the Mandatory Requirements will be evaluated according to the following point rated criteria.

	POINT RATED CRITERIA	Maximum Points	Minimum Required
R1	The bidder must demonstrate that they possess relevant experience to offer bilingual boat excursion services in a leasure context by indicating:		
	The number of years of relevant experience acquired within the last five years	20	10

	b.	Scale: 5 years – 20 points 4 years – 15 points 3 years – 10 points 2 years – 5 points 1 year – 3 points Similar and relevant mandates carried out during the last five years Scale:	20	10
		 0 – The company has never carried out similar projects, or the similar projects were not carried out within the last five years. 1-10 points: The company has carried out a few similar and relevant projects during the last five years; 11-20 points: This type of project constitutes the company's main field of work. The company is reknowned for the projects it carries out in this area. The projects submitted were completed within the last five years. 		
		Relevant experience in the field of staff management and team supervision; Scale – 0 – The information provided does not apply or is insufficient. 1-9 points: The bidder possesses limited experience in staff management and team supervision; 10-15 points: The bidder possesses sufficient experience in staff management and team supervision.	20	10
		16-20 points : The bidder possesses more than sufficient experience in staff management and team supervision	TOTAL 60	TOTAL 30
R2	role of a	bidder meets this requirement. Poor demonstration of how the bidder meets this requirement. Acceptable demonstration of how the bidder meets this requirement. Good demonstration of how the bidder meets this requirement.	20	11

R3	their staff is	able to offer visitor reception services and e safety rules in both official languages of Unsastisfactory: No details provided on how the biidder meets this requirement Incomplete or limited demonstration of how the bidder meets this requirement. Acceptable demonstration of how the bidder meets	10	5
	8-10 points	this requirement. Good demonstration of how the bidder meets this requirement		
	Total		90	46

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified for each criterion for the technical evaluation; and
 - d. obtain the required minimum number of 46 points overall for the technical evaluation ctechnical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 90 points

- 2. Bids not meeting (a), (b), (c) and (d) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **60** % for the technical merit and **40** % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **60** %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **40 %.**
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates **an example** where all three bids are responsive and the selection of the contractor is determined by a **60/40** ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Onlandation o	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided 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 procurement agreement of the <u>Ineligibility and Suspension Policy</u> (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.

5.2.2 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 (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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** The following security requirements apply and form part of the Contract.
 - The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by Parks Canada Agency Security Directorate (PCASD).
 - The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
 - Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCASD.

6.2 Statement of Work

The contract involves providing the necessary vessel or vessels to offer 30 – 45 minute bilingual boat excursions on the Richelieu River.

Details on the work are found in Appendix A – Statement of Work.

6.3 Task Authorization Process

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 Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

- 1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" *or* "DND 626, Task Authorization Form" *or* "Task Authorization" form specified in Annex E (See the Statement of Work, paragraph 11g).
- The Task Authorization (TA) 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. The TA will also include the applicable basis (bases) and methods of payment as
 specified in the Contract.
- 3. The Contractor must provide the Project Authority, within three (3) business days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.4 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$20,000, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority before issuance.

6.5 Canada's Obligation – Portion of the Work – Task Authorizations

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

6.6 Standard Clauses and Conditions

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

6.6.1 General Conditions

<u>2010B</u> (2016-04-04), General Conditions - Professional 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.

6.7 Term of Contract

6.7.1 Period of the Contract

The period of the Contract is from June 18, 2018 to May 31, 2019 inclusive. The boat excursions will be offered from June 21 to September 3, 2018 inclusive.

6.7.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one year period (from June 1, 2019 to September 30, 2019), under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

The exact dates of service delivery will be determined before the Option Year, if exercised.

6.8 Authorities

6.8.1 Contracting Authority

The Contracting Authority for the Contract is:

Céline Morin Advisor National Contracting Services Parks Canada Agency 111 Water Street East Cornwall ON K6H 6S3

Telephone 613-938-5940 Facsimile 866-246-6893 celine.morin@pc.gc.ca

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

6.8.2 **Project Authority**

The Project Authority for the Contract is: (will be provided upon Contract award)				
Name: Title: Organization: Address:				
Telephone: Facsimile: E-mail address:				
The Project Authority is the represe carried out under the Contract and Work under the Contract. Technical Project Authority has no authority to of the Work can only be made throu	is responsible for I matters may be o authorize chan	r all matters concer discussed with the ges to the scope of	rning the technical content of the Project Authority, however the the Work. Changes to the scope	
6.8.3 Contractor's Representat	ive (please fill i	n and include in y	our proposal)	
Representative's Name:				
Title:				
Vendor/Firm Name:				
Mailing Address:				
City:	Province/ Terr	itory:	Postal Code:	
Telephone No.: Fax No.:				
Email Address:				
Procurement Business Number	(PBN) or Good	s and Services Ta	x (GST) Number:	
Instructions on how to obtain a F	Procurement Bu	siness Number (F	PBN)	

Canadian Bidders are requested to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: https://buyandsell.gc.ca. For non- Internet registration, Bidders may contact

the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent

6.9 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

6.10 Payment

6.10.1 Basis of Payment

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

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

6.10.2 Basis of Payment-Firm Unit Price(s) or Firm Lot Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price in accordance with Annex B Basis of Payment, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

6.10.3 Canada's Obligation - Portion of the Work - Task Authorizations

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

6.10.4 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract:
- b. all the certificates have been signed by the respective authorized representatives;
- all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.10.5 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description	% Payable	
June 30 – after start of services 25 % and adjustments to requirements		25 %	
2	July 15	25 %	
3 August 15 25 %		25 %	
4	Upon submission of the last invoice	25 %	

6.11 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.
- 2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:

Email Address: pc.ugmoq-finances.pc@pc.gc.ca

Postal Address: Parcs Canada 702, 5° Rue Shawinigan QC G9N 1^E9

6.12 Certifications and Additional Information

6.12.1 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.

6.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

6.14 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions <u>2010B</u> (2016-04-04) General Conditions Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (the date will be inserted upon contract award)

6.15 Commercial General Liability Insurance

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. The Contractor must provide a copy of the insurance policy.

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.
- 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.
- Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- 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.
- I. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- m. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice</u> <u>Act</u>, 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 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.

6.16 Marine Liability Insurance

- 1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
- 2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
- 3. The protection and indemnity insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Parks Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The insurer will endeavour to provide the Contracting Authority with a 30 calendar days prior written notice of cancellation.
 - d. Cross liability and 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.

6.17 Government Site Regulations

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

ANNEX "A"

STATEMENT OF WORK

1. Description of the Fort Lennox National Historic Site and 2018-2019 Context

Fort Lennox National Historic Site is part of the vast network of heritage sites managed by Parks Canada. The historic site is located on a 61 hectare island in the middle of the Richelieu River opposite the municipality of Saint-Paul-de l'île-au-Noix in Quebec. It is generally accessible by a boat service from mid-May to early October. It is located about 60 km south of Montreal and 15 km from the U.S. border.

Over the next two years (2018 and 2019), the Fort Lennox National Historic Site will be closed to the public due to an extensive conservation project. Investments in the historic buildings - mainly the barracks, but also the officers' quarters, the guardhouse and the two stores - are for major restoration work.

The visitor centre and tourist office, located on the mainland, will be open to the public during the 2018 and 2019 summer seasons. Visitors will be able to obtain information about the region, the history of île aux Noix and Fort Lennox, as well as about the ongoing work and Parks Canada's leadership in the preservation of national treasures.

2. Description of the Services Sought

Parks Canada wishes to propose an alternative visitor experience offer, i.e, an approximately 30 to 45 minute boat excursion for enjoying the view of the landscape and understanding the historic significance of Île aux Noix and its fortification. Boat excursions will be accessible from the dock where ample parking facilities owned by Parks Canada exist.

Visitor reception will be at the visitor centre operated by Parks Canada with the support of the Friends of Fort Lennox. Minimum fees (rates to be determined) will be charged for using the boat excursion. The collection of fees will be done by Parks Canada employees or by the Friends of Fort Lennox.

An interpretive guide will provide information on the history of Fort Lennox. Ideally, he will accompany visitors during the boat excursion to answer their questions.

The precise itinerary of the boat excursion on the Richelieu River will be determined at the beginning of the service contract with the service provider selected.

3. Timetables and Schedules of Excursions

a. The contractor must provide the services required according to the following expected requirements:

Calendars	Excursion schedule
Initial Year of Contract June 21 to September 3, 2018 Every day *Nautical Festival, 3 rd edition – July 6-7-8 Option Year June 20 to September 2, 2019 Every day	1st departure at 10 a.m. Minimum of one departure/hour between 10 a.m. and 5 p.m. Between 7 and 10 excursions/day Last departure at 4:15 p.m.
*Nautical Festival, 4 th edition – dates to be confirmed (3 days)	

- b. Parks Canada will provide the contractor with the details about the excursion schedule on the first day of the contract.
- c. Parks Canada reserves the right to vary the schedule according to demand and the influx of visitors, especially on the occasion of the Nautical Festival*.

4. Location

- a. The contractor will use the jetty dock and the dock west of the island for public boarding and for the docking of the taxi boats during the day. All the Parks Canada facilities, premises, structures or services are hereinafter named the "sites."
- b. The contractor cannot use the section perpendicular to the west dock of the island for the purposes of berthing until the water level of the Richelieu River enables Parks Canada employees to install the removable dock. In the meantime, he can dock at the location designated by the site manager.
- c. At night, the boats must be docked at the land dock only or at a dock chosen by the contractor.
- d. Docking at the west dock and docking at the jetty must be done in accordance with the site manager's directives and the various boat safety codes.
- e. The island west dock as well as the jetty dock cannot at any time be used by the contractor for purposes other than those of the transport of Fort Lennox visitors.
- f. Use of the jetty and island docks is not exclusively reserved to the contractor. It is up to the manager to determine their use according to the needs of the site operation.

g. At the beginning of the operating season, the manager and the contractor will conduct an inspection of the docks together. In the event of breakage of the facilities by the contractor, he must assume the costs of repair.

5. Boats

- a. The contractor will provide the boat or boats needed to supply the service required.
- b. The contractor will ensure that the boat or boats that he uses comply with Transport Canada requirements and written proof from the competent authorities must be submitted to the site manager fifteen (15) days prior to the start of operations.
- c. If during the contract period the contractor wishes to change boats, he must first obtain the consent of the site manager by providing the description and certification of the new boat.
- d. The use of subcontractors must be submitted for approval by Parks Canada.
- e. The draft of the boat or boats used must be sufficient to provide a continuous service during the periods described in section 3.

6. Boats - Capacity

The minimum capacity of the boat or boats will be forty-nine (49) passengers. This capacity must be achieved with a single boat.

7. Boats - Maintenance

- a. The contractor will provide all the material (for example: fuel, oils and greases, spare parts) and all the labour necessary for the operation, maintenance and certification of his boat or boats.
- b. The contractor will assume responsibility for the maintenance and operation of the boat service to the satisfaction of the site manager as to the quality and terms of the service.
- c. The contractor must at all times keep his equipment in a state that satisfies the site manager.
- d. The contractor will maintain the sites, equipment and materials that are there in a state that is to the satisfaction of the site manager who may at any time to go to these sites to examine their state.
- e. The contractor cannot fuel his boat or boats or drain oil on the docks used by the public. All these operations must be done in accordance with the environmental standards in effect.
- f. The manager and the contractor will agree on the dates when the tasks will be carried out, usually in the month of March.

8. Bilingual Customer Service and Personnel

- a. The contractor must ensure that the master can communicate the main safety rules to be followed to users in both official languages.
- b. The contractor must ensure that the personnel hired can communicate in an acceptable way in French and English and that they can welcome visitors appropriately.
- c. The boat personnel must ensure the safety of passengers on the docks when they are boarding and disembarking by clearly indicating the directives, by controlling the groups and by performing the tasks deemed necessary by the site manager, including the installation and removal of the buoys and ropes on the west dock.
- d. The vessel must be fitted with a safe footbridge so that there is never a gap between the dock and the entrance way when passengers are boarding or disembarking. This footbridge will also provide safe access for people in a wheelchair.
- e. The boat or boats must be equipped with a roof, canopy or shelter of some kind to completely protect passengers from the rain and enough seats to accommodate all the passengers during the day.
- f. The overall appearance of the boat or boats must be clean and in good taste and in this regard, match the aesthetic standards generally in effect for this kind of service.
- g. The crews of the boat or boats will be responsible for the cleanliness of the docks where visitors embark and disembark.
- h. The contractor will be responsible for hiring his personnel and the auxiliaries he will need for the boat excursion service and he will ensure that these individuals are properly attired and well groomed for the exercise of their functions.
- i. The boats must at all times be piloted by a person with the necessary skills and knowledge in accordance with the Ministry of Transportation regulations. A copy of the certificates of competence will be submitted to the site manager at least fifteen (15) days prior to the start of operations.
- j. The shipboard personnel for each boat will include at least one person with a valid first aid and CPR certification. A copy of the certificates will be submitted to the site manager at least fifteen (15) days prior to the start of operations.
- k. The contractor will ensure that his personnel have and wear a uniform consisting of: pants or Bermuda shorts, a shirt, a cap in a matching colour and an identification pin displaying the employee's name. The uniform must be approved by the site manager and paid for by the contractor.

- I. The contractor must, at his own expense, allow his employees to take a four (4) hour training session offered by the site personnel to ensure that they are familiar with the environment and activities on the site and that they acquire certain hospitality techniques to the satisfaction of the manager.
- m. The contractor must provide adequate supervision of his personnel:
 - i. To ensure the safety of visitors, as provided for in the contract;
 - ii. To provide a quality hospitality service;
 - iii. To ensure a proper functioning of his activities;
 - iv. To ensure an effective operation of the service mentioned in this contract.
- n. The contractor must provide personnel that are sufficient to meet the requirements of the contract and comply with the regulations in force.
- o. The contractor must ensure that his personnel collaborate with Parks Canada personnel with respect to the functioning of customer service.

9. Reporting of Injuries

a. The contractor must keep the site manager or his authorized agent informed of all material harm, disorders, personal and other injuries that may occur to users of the boat during the hours of operation.

10. Application of the Regulations

- a. The contractor will take the necessary precautions with regard to health, fire and safety and will participate in the application of the plans for public safety and fire prevention concerning the taxi boat service.
- b. The contractor and his personnel must comply with all regulations applicable under the *National Parks Act*, the *Canada Shipping Act* and all the other laws, regulations, and procedures that may apply to the service operated hereunder.

11. Miscellaneous

- a. The contractor must prohibit the consumption of alcohol on board the boat or boats.
- b. The contractor must clearly identify the service offered and his corporate name in a location approved by the site manager.
- c. Any application for new services and activities other than those provided for in this contract must be submitted for approval to the site manager fifteen (15) days before the beginning of their implementation.
- d. The contractor must receive the prior approval of the site manager to perform any form of solicitation and promotion. The site manager can accept or refuse such a request and he reserves the right to establish the conditions under which these activities will be performed.

- e. The boat or boats must be removed from the site within ten days of the end of the operating season.
- **f.** The contractor and his personnel must comply with all the regulations applicable under the *Parks Canada Agency Act* and all the other laws, regulations, and procedures that may apply to the service operated hereunder.
- **g.** The Contractor may be required to offer additional services upon request. These services will include :

ANNEX "B"

BASIS OF PAYMENT

- 1. Bidders must provide pricing in the format specified in this Annex B Basis of Payment. <u>Failure to provide prices in the format specified will render the quotation non-responsive.</u>
- 2. Bidders must submit firm, all-inclusive lump-sum prices (excluding HST and TVQ), which include any administration fees, labour costs, travel costs, other related expenses, insurance.
- 3. *The inclusion of estimated numbers in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this number.

INITIAL CONTRACT PERIOD: from June 18, 2018 to May 31, 2019

Item	DESCRIPTION			TOTAL
1	Provision of bilingual services for boat excursions as described in Annex A – Statement of Work			LUMP SUM
2	Additional services on demand as described in 11g) of the Statement of Work	CALCULATED PRICE		
		\$		

Option Year: from June 1, 2019 to September 30, 2019

Item	DESCRIPTION			TOTAL
1	Provision of bilingual services for boat excursions as described in Annex A – Statement of Work			*
2	Additional services on demand as described in 11g) of the Statement of Work	*Estimated Number of Hours 20 hours	Hourly Rate	\$

GRAND TOTAL OF BID			
(Initial contract period + Option Year (excluding taxes)	\$		
Company Name	Signature	Date	

ANNEX "C"

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

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/Contracting Authority		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		
Location of Work		
General Description of Work to be Completed		

Name

Date

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. (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.

Signature

Company Information

PBN (optional):

ANNEX "D"

INTEGRITY PROVISIONS - LIST OF NAMES FORM

List of names: All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement process or real property transaction:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;
 or
- iii. suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement.

For more information or additional forms concerning Canada's Integrity Regime consult http://www.tpsgc-pwgsc.gc.ca/ci-if/ci-if-eng.html.

,	
Legal Business Name (required) :	
Alternative name (optional):	
Operating as (optional):	

Board of directors (required) (add additional lines as required)

Director full name

Position (optional)

ANNEX "E"

Task Authorization