



Parks Canada **Parcs Canada**

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Parks Canada Agency
National Contracting Services
111 Water Street East
Cornwall, ON K6H 6S2**

Bid Fax: 1-877-558-2349

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

REQUEST FOR QUOTATION DEMANDE DE PRIX

Quotations 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 therefore.

Prix 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-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

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

Title-Sujet	
Sea Based Cargo Deliver – Sable Island National Park Reserve	
Solicitation No. - N° de l'invitation 5P300-18-0103/A	Date June 13, 2018
GETS Reference No. - N° de référence de SEAG NA	
Client Reference No. - N° de référence du client	
Solicitation Closes L'invitation prend fin - at - à 02:00 PM on - le June 27, 2018	Time Zone Fuseau horaire - Eastern Daylight Savings Time (EDT)
Address Inquiries to: - Adresser toute demande de renseignements à : Laura Lawson	
Telephone No. - N° de téléphone 613-938-5791	Facsimile No. - N° de télécopier 866-246-6893
Destination of Goods, Services, and Construction: Destination des biens, services et construction : See herein	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur : Telephone No. - N° de téléphone : Facsimile No. - N° de télécopier :	
Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
_____	_____
Name/Nom	Title/Titre
_____	_____
Signature	Date

September 2017 Medium Complexity Bid Solicitation and Resulting Contract Template (MC)

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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 Laura Lowson at laura.lowson@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

There is no security requirement associated with this bid solicitation.

Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

1.2 Statement of Work

The Contractor must perform the Work, Sea Based Cargo Delivery, in accordance with the Statement of Work at Annex "A".

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is considered an exemption under the North American Free Trade Agreement, Annex 1001.1b-2, Section B, Services Exclusions:

V.	Transportation, Travel and Relocation Services
	All classes (except V503 Travel Agent Services [not including Tour Guides.])

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (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.

2.3 Former Public Servant

See Annex "G".

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) business 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 Nova Scotia.

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 (1 copy)

Section II: Financial Bid (1 copy)

Section III: Certifications (1 copy)

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) (<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 technical requirements, general	MET Y/N	If yes, please provide details.
M1 The bidder must have a base of operations in Halifax Harbour, including a secure storage facility and material handling equipment such as forklifts and cranes.		
M2 The bidder must include information indicating that the vessel itself, including any landing craft, is fully outfitted for these types of operations at the owner's expense and is ready to commence operations upon award of the contract.		
M3 The bidder will include information showing that they have on staff an operations manager and a lead hand (operator in charge, or OIC) among the ship's crew that both have current and documented experience in these types of operations. Current experience is defined as: -having managed and carried out at least three comparable operation (beach landing of cargo on an exposed shoreline, unloaded by heavy equipment such as a tracked skid steer loader) in the last 5 years.		
M4 The bidder must provide a detailed description of their equipment and plan for their operation at Sable Island (this may include a tour by Parks Canada staff of their facilities if requested by PCA).		

Recent relevant experience in performing beach landing cargo operations	Y/N:	If yes, provide details
M5 The bidder must document in their bid experience with at least three comparable operations in the last 5 years, with comparable being defined as: - beach landing operations on an unsheltered shoreline exposed to the open ocean - beach landing operations on a 100% soft sand beach inside the surf zone - unloading and loading of a landing craft by means of heavy equipment (such as a skidsteer with pallet forks)		

Mandatory technical requirements for a “large scale” operation	Y/N:	
M6 Cargo deck and ramp of landing craft able to support at least 14,000 lbs (including vehicles)		
M7 Vessel lifting device able to lift cargo (including vehicles) of at least 14,000 lbs		
M8 Able to carry a minimum of 40 pallets per "large scale" trip and deliver them to the beach, to be unloaded by PCA staff by means of a tracked skidsteer loader with 48" pallet forks		

Mandatory technical requirements for a “small scale” operation		
M9 Able to carry a minimum of 15 pallets per "small scale" trip and deliver them to the beach, to be unloaded by means of a tracked skidsteer loader with 48" pallet forks		
M10 Vessel lifting device able to lift cargo (including vehicles) of at least 2500 lbs		

Mandatory technical requirements for a “plus delivery to above high tide” operation		
M11 Ability to deliver and receive cargo to above the high tide water line on the beach		

M12	Provide a certified skid steer operator with experience loading and unloading cargo from landing craft		
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4.1.2 Financial Evaluation

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

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

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

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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

SACC *Manual* clause [A3010T](#) (2010-08-16) Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

6.2 Statement of Work

The Contractor must perform the Work, Sea Based Cargo Delivery, in accordance with the Statement of Work at Annex "A".

6.2.1 Task Authorization

Task Authorization:

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

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex G.
2. 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) calendar 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.

6.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$5,000.00, Applicable Taxes included, inclusive of any revisions.

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

6.2.3 Minimum Work Guarantee – All the Work – Task Authorization

1. In this clause,

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

"Minimum Contract Value" means 10% of the Maximum Contract Value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to May 31, 2019 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) 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 thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Laura Lawson
Procurement and Contracting Officer
Parks Canada Agency, National Contracting Services
Directorate: Chief Financial Officer Directorate
Address: 111 Water Street East, Cornwall, ON K6H 6S3

Telephone: 613-938-5791
Facsimile 866-246-6893
E-mail address: laura.lowson@pc.gc.ca

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

6.5.2 Project Authority (to be completed upon contract award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative (to be completed upon contract award)

6.6 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 [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

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 prices in accordance with the Basis of Payment in Annex B, 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.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ **(to be completed upon contract award)**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Multiple Payments

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

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

6.8 Invoicing Instructions

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:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions, 2010C (2016-04-04) General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ **(to be completed upon contract award)**

6.12 Replacement of Specific Individuals

SACC Manual clause [A7017C](#) (2008-05-12) Replacement of Specific Individuals

6.13 Salvage

SACC Manual clause [A9039C](#) (2008-05-12) Salvage

6.14 Government Site regulations

SACC Manual clause [A9068C \(2010-01-11\)](#) Government Site Regulations

6.15 Government Property

SACC Manual clause [B6802C](#) (2007-11-30) Government Property

6.16 Insurance

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

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

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

ANNEX "A"

STATEMENT OF WORK

1. TITLE OF PROJECT

**SABLE ISLAND SEA-BASED CARGO DELIVERY
SABLE ISLAND NATIONAL PARK RESERVE, NOVA SCOTIA**

2. OBJECTIVE

Parks Canada Agency (PCA), Sable Island National Park Reserve (SINPR), has a requirement for the delivery of palletized drummed fuel, bulk cargo, and vehicles to and from Sable Island, NS. Sable Island is only accessible by sea and by air. Based on the type and volume of cargo required, a multi stage sea based resupply operation is required commencing in the spring of 2018.

3. SCOPE OF WORK

All vessel based cargo operations at Sable Island are carried out either by beach landing or helicopter sling load, there is no dock. Beach landing operations are carried out by the use of a landing craft, or vessel capable of delivery to the shoreline, that will be unloaded in the surf zone by a tracked skidsteer loader fitted with pallet forks which PCA operates on Sable Island, or, if required, to be provided and operated by the contractor.

There is no harbour at Sable Island and the soft sandy shoreline is 100% exposed to the open ocean. The reliable operating season for beach landings on Sable Island is roughly between April and October but small operating windows do exist in the winter months as well.

4. LOCATION

PCA's Sable Island operations are conducted out of the HRM and so Halifax Harbour must be the port of departure due to the preparations required for the staging of cargo and personnel. The bidder must have a base of operations in Halifax Harbour, including a secure storage facility and material handling equipment such as forklifts and cranes.

It is understood that alternate ports may need to be used on return voyages, as required for the safe and efficient operation of the vessel, but the end destination for all cargo returning from Sable Island still has to be Halifax Harbour.

5. EQUIPMENT

The contractor will provide a vessel, or vessels, capable of carrying a minimum of 40 (large scale) or 15 (small scale) pallets of cargo between Halifax Harbour and Sable Island. The vessel, or vessels, will be fitted with lifting devices rated for a SWL of at least 14000 lbs for a large scale operation or 2500 lbs for a small scale operation.

The contractor will provide a vessel, landing craft, or landing crafts, capable of delivering cargo that is palletized, bagged (large lift or "meter" bags), motorized (vehicular, including full sized vehicles such as a crew cab truck in the case of a large scale operation), wheeled (i.e. trailers), or skidable to the beach at Sable Island. The deck and any ramp of the landing craft used in a large scale operation will be able to support a weight of at least 14000 lbs and will be such that it can be unloaded by means of a tracked skidsteer loader with 48" pallet forks. The landing craft used in a small scale operation will be able to

support at least 2500 lbs and will be such that it can be unloaded by means of a tracked skidsteer loader with 48" pallet forks.

If notified in advance, the contractor may be requested to provide delivery of cargo to above the high tide line ("PLUS delivery option"). The Contractor would be asked to provide a certified and experienced operator capable of using a tracked skid steer (Bobcat T650). Contractor would be required to also receive backload of cargo from the beach for loading.

6. DESCRIPTION OF CARGO TO BE DELIVERED

Most of the cargo going to Sable Island is fuel in drums on pallets. The fuel type is mostly diesel but there is also some gasoline and some jet-A. Type and quantity will vary from operation to operation and will be at the discretion of PCA.

Other cargo going to Sable Island can include any of the following:

- construction materials on pallets
- vehicles ranging in size from ATVs to UTVs to SUVs to a full size crew cab truck
- trailers
- other bulk items

Cargo leaving Sable Island is generally empty drums, waste packaged in large lift (meter) bags, septic waste in totes and other bulk items on pallets.

From time to time there are vehicles going back and forth in the same season for service on the mainland.

7. CONTRACTOR'S RESPONSIBILITIES

7.1 Having received notice from PCA of the intent to commence an operation, it will be the responsibility of the contractor to take delivery of the cargo on the mainland and store it in a secure facility, load it onto the vessel, transport it to Sable Island, assist PCA staff with the un-loading on the beach, receive the return load and transport it back to the mainland. All bulk/heavy cargo will be palletized, bagged (large lift or "meter" bags), motorized (vehicular), wheeled (i.e. trailers), or skidable.

7.2 Upon loading and securing for transport, the contractor will arrange for and obtain, at their own expense, a load/stow survey from a third party with SAMS/NAMS accreditation which will be turned over to Parks Canada.

7.3 Once all preparations are in place, the contractor will make the final decision as to when it is safe and efficient to sail for Sable based on their interpretation of the weather and any other operating conditions.

7.4 The contractor will provide PCA with a copy of their safety, emergency, and environmental response plan prior to commencing any operations. The contractor will ensure all their staff are trained in these procedures and that the equipment required to execute them is on site and in good condition, ready for use.

7.5 The contractor is required to comply with the protocols outlined in the "Guide to Sable Island National Park Reserve" and the "Parks Canada Best Management Practice for Management of Vessel Landing , Sable Island National Park Reserve", including the protocols outlined therein for communications with the Sable Island National Park Reserve Operations Coordinator for vessels accessing the island. The contractor, if requested to deliver and receive cargo from above the high tide will also need to comply with the protocols in the "Parks Canada Best Management Practice (BMP) for Management of Permitted Motor Vehicle Use". These documents are available on request.

8. PARKS CANADA'S RESPONSIBILITIES

8.1 PCA will give the contractor a minimum of two weeks' notice prior to the commencement of any operation.

8.2 PCA will provide the equipment and operator to unload/reload at the beach in the form of a tracked skid-steer loader with 48" pallet forks and a ~2000 lb lifting capacity. If a "plus delivery option" is requested the same equipment will be provided but without an operator.

9. RESTRICTIONS

PCA only has the capacity to handle ~50-80 (maximum) pallets of material per operation and the intent is to unload and reload as safely efficiently as possible while keeping the vessel on site for as short a period as possible to avoid potential delays caused by changing and unpredictable weather.

Small scale operations are sometimes used, at the discretion of PCA, to meet short term needs in the face of less reliable weather conditions.

The decision as to whether to execute a large or a small operation will be at the discretion of PCA, based on:

1. its requirements at the time
2. availability of cargo
3. the weather

10. PROTOCOLS

The contractor is required to comply with the protocols outlined in the "*Guide to Sable Island National Park Reserve*" and the "*Parks Canada Best Management Practice for Management of Vessel Landing , Sable Island National Park Reserve*", including the protocols outlined therein for communications with the Sable Island National Park Reserve Operations Coordinator for vessels accessing the island. These documents are available on request.

ANNEX "B"

BASIS OF PAYMENT

1. Bidders must provide pricing, in their financial bid, in the format specified in this Annex "B" – Basis of Payment. Failure to provide prices in the format specified will render the quotation non-responsive.
2. Bidders must provide their price as per the requirement detailed in Annex "A" -Statement of Work. The Bidder must submit all inclusive prices, including travel. GST/HST is excluded
3. Pricing (firm all-inclusive price) for a **large scale operation** will include:
 - a) **the full cost of transit time** between Sable Island and Halifax Harbor and the return at a flat rate, regardless of delays encountered en route
 - b) **three (3) full working days on site ***
 - c) **all costs related to the receiving, handling, and storage** of the cargo at the bidder's facility, including up to two weeks storage both prior to and after an operation
 - d) **the cost of load/stow surveys** from a third party with SAMS/NAMS accreditation
4. Pricing (firm all-inclusive price) for a **small scale operation** will include:
 - a) **the full cost of transit time** between Sable Island and Halifax Harbor and the return at a flat rate, regardless of delays encountered en route
 - b) **one (1) full work day on site ***
 - c) **all costs related to the receiving, handling, and storage** of the cargo at the bidder's facility, including up to two weeks storage both prior to and after an operation
 - d) **the cost of load/stow surveys** from a third party with SAMS/NAMS accreditation
5. Pricing (firm all-inclusive) for a **PLUS delivery option** to either large scale operation or small scale operation will include:
 - a. Costs associated with the travel (transit time), or other additional costs associated with providing an experienced and certified skid steer operator to delivery and receive cargo from landing craft to above the high tide level.
 - b. **One (1) full work day on site*** (additional days if required for large scale delivery option may be applied at the daily rate)

TABLE A		Initial Contract Period Contract Award to May 31, 2019		
		(A)	(B)	(C)
	Deliverable	Estimated Annual Requirement	Firm all-inclusive price per operation	Extended Price (A x B)
1	Large scale operation (see no. 3 above)	4 operations	\$	\$
2	Small scale operation (see no. 4 above)	2 operations	\$	\$
3	PLUS delivery Option (see no. 5 above)	As Needed	\$	
Estimated Total of Bid: (taxes excluded)				\$

* Please provide the firm day rates to be applied after the included number of days on site, as indicated in 3, 4 and 5 above, in case of delay or at the request of PCA:

Large Scale Operation \$ _____/day

Small Scale Operation \$ _____/day

Plus Delivery Option \$ _____/day

NAME OF BIDDING COMPANY: _____

TABLE B		Option Year 1 June 1, 2019 to May 31, 2020		
		(A)	(B)	(C)
	Deliverable	Estimated Annual Requirement	Firm all-inclusive price per operation	Extended Price (A x B)
1	Large scale operation (see no. 3 above)	4 operations	\$	\$
2	Small scale operation (see no. 4 above)	2 operations	\$	\$
3	PLUS delivery Option (see no. 5 above)	As needed	\$	\$
Estimated Total of Bid: (taxes excluded)				\$

* Please provide the firm day rates to be applied after the included number of days on site, as indicated in 3, 4 and 5 above, in case of delay or at the request of PCA:

Large Scale Operation \$ _____/day

Small Scale Operation \$ _____/day

Plus Delivery Option \$ _____/day

NAME OF BIDDING COMPANY: _____

TABLE C		Option Year 2 June 1, 2020 to May 31, 2021		
		(A)	(B)	(C)
	Deliverable	Estimated Annual Requirement	Firm all-inclusive price per operation	Extended Price (A x B)
1	Large scale operation (see no. 3 above)	4 operations	\$	\$
2	Small scale operation (see no. 4 above)	2 operations	\$	\$
3	PLUS delivery Option (see no. 5 above)	As needed	\$	\$
Estimated Total of Bid: (taxes excluded)				\$

* Please provide the firm day rates to be applied after the included number of days on site, as indicated in 3, 4 and 5 above, in case of delay or at the request of PCA:

Large Scale Operation \$ _____/day

Small Scale Operation \$ _____/day

Plus Delivery Option \$ _____/day

NAME OF BIDDING COMPANY: _____

TABLE D
Price Summary Table

TABLE A
CONTRACT PERIOD - Contract Award to May 31, 2019: \$ _____

TABLE B
OPTION YEAR 1 – June 1, 2019 to May 31, 2020: \$ _____

TABLE C
OPTION YEAR 2 – June 1, 2020 to May 31, 2021: \$ _____

Total Evaluated Price - TABLES A + B + C (excluding taxes) \$ _____

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ ____ _____

Facsimile: ____ ____ _____

E-mail address: _____

ANNEX “C” to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

ANNEX “D”

INSURANCE REQUIREMENTS

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 Agency 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.
 - e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, 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.

ANNEX “E”

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
--

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

ANNEX “F”

INTEGRITY PROVISIONS

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

- i. 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;
- ii. 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>.

.Company Information

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

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

Director full name	Position (optional)

ANNEX “G”

FORMER PUBLIC SERVANT

(return with bid)

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () 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;
- 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.

Name

Signature

Date