



Parks  
Canada

Parcs  
Canada



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

Parks Canada Agency  
Bid Receiving Unit  
30 Rue Victoria, Gatineau, QC J8X 0B3

Bid Fax: (819)420-9626

Bid E-mail address:  
pc.salleducourier-mailroom.pc@canada.ca

The only acceptable email address for responses to bid solicitations is pc.salleducourier-mailroom.pc@canada.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than above will not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 6 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

**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 goods, services and construction listed herein or on any attached sheets at the price(s) set out therefor.

**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-jointes, les biens, services et travaux de construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Issuing Office - Bureau de distribution :**

Parks Canada Agency  
National Contracting Services  
30 Rue Victoria  
Gatineau, QC J8X 0B3

**Title - Sujet :**

Move of archeological and historical objects from the Cornwall warehouse to the Ottawa warehouse

**Solicitation No. - N° de l'invitation :**  
5P047-19-0076/A

**Date :**  
July 10, 2019

**Client Reference No. - N° de référence du client :**  
n/a

**GETS Reference No. | N° de référence du SEAG :**  
PW-19-00881264

**Solicitation Closes - L'invitation  
prend fin :**

**At - à :** 2:00 PM

**On - le :** July 25, 2019

**Time Zone - Fuseau  
horaire**

Eastern Daylight Time

**F.O.B. - F.A.B. :**

**Plant - Usine :** ☐ **Destination :** ☒ **Other - Autre :** ☐

**Address Enquiries to - Adresser toutes demande de renseignements  
à :**

Patrick Alguire

**Telephone No. -  
N° de téléphone :**  
819-420-4692

**Fax No. -N° de  
télécopieur :**

**Email Address – Courriel :**  
Pat.alguire@canada.ca

**Destination of Goods, Services, and Construction - Destination des  
biens, services et travaux de construction :**  
Cornwall Ontario and Ottawa, Ontario

**TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE  
SOUMISSIONNAIRE**

**Vendor/ Firm Name - Nom du fournisseur/de l'entrepreneur :**

**Address - Adresse :**

**Telephone No. - N° de téléphone :**

**Fax No. - N° de télécopieur :**

**Name of person authorized to sign on behalf of the Vendor/ Firm (type  
or print) - Nom de la personne autorisée à signer au nom du  
fournisseur/de l'entrepreneur (taper ou écrire en caractères  
d'imprimerie) :**

**Signature :**

**Date :**

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## **IMPORTANT NOTICE TO BIDDERS**

### **Direct Deposit**

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

Additional information on this Government of Canada initiative is available at:

<http://www.directdeposit.gc.ca>

### **Security Requirements**

This document contains a security requirement. For further instructions consult Part 1 – General Information clause 1.1, Security Requirements.

### **Reissue of Bid Solicitation**

This bid solicitation cancels and supersedes previous bid solicitation number 5P047-18-0215/A dated January 25, 2018 with a closing of February 7, 2019 at 2:00 pm Eastern Time. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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## **PART 1 – GENERAL INFORMATION**

### **1.1 Security Requirements**

New personnel security clearance requests will require mandatory fingerprints to initiate the criminal record check. The validity of an existing personnel security clearance issued by the Government of Canada is not affected by the change in the criminal record check process. Applicants who require a personnel security clearance are responsible for all costs associated with fingerprinting.

#### **1.1.1 Before award of a contract, the following conditions must be met:**

- (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
- (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

#### **1.1.2 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 Work to be performed is detailed under Article 6.2 of the resulting contract clauses. Parks Canada Agency (PCA) requires moving services to assist them in the relocation of historical and archeological objects from a warehouse facility in Cornwall, Ontario to their warehouse facility in Ottawa, Ontario.

### **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 a one (1) hour site visit for both location (Cornwall and Ottawa). Both site visits will be held on Wednesday, July 17<sup>th</sup>, 2019.

Cornwall collections facility located at 1020 Montreal Road, Cornwall, K6H 1E2 will begin at 10:00 am.

Ottawa collections facility located at 2630 Sheffield Road, Ottawa, K1B 3V7 will begin at 1:00 pm.

Bidders are requested to communicate with the Contracting Authority no later than Tuesday July 16<sup>th</sup>, 2019 at 3:00 PM to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

### **1.4 Debriefings**

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

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## 1.5 Trade Agreements

The requirement is subject to the provisions of 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 [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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

### 2.2 Submission of Bids

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

The only acceptable email address for responses to bid solicitations is [pc.salleducourier-mailroom.pc@canada.ca](mailto:pc.salleducourier-mailroom.pc@canada.ca)

Bids submitted by email directly to the Contracting Authority or to any email address other than [pc.salleducourier-mailroom.pc@canada.ca](mailto:pc.salleducourier-mailroom.pc@canada.ca) will not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 6 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

#### 2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 2.3 Enquiries – Bid Solicitation

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

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

## **2.4 Applicable Laws**

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

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)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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

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- 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 Attachment 2 – Financial Proposal.

**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**

Technical bids will be evaluated against the technical evaluation criteria at ATTACHMENT 1 - Mandatory Technical Criteria.

The technical proposal should address clearly and in sufficient depth the items that are subject to the evaluation criteria. Simply repeating the statement contained in the solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

**4.1.2 Financial Evaluation**

The Bidder must provide their financial proposal using the format outlined in Attachment 2: Financial Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Prices must appear in the financial proposal only. Pricing Information must not be indicated in any other section of the proposal.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

**4.2 Basis of Selection**



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#### **4.2.1 Basis of Selection - Mandatory Technical Criteria**

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 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 at Annex "F" before contract award.

##### **5.2.2 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.

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The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](#), must submit a list of names prior to award of a contract. Bidders must provide the information requested at Annex "G" before contract award.

### **5.2.3 Federal Contractors Program for Employment Equity – Bid Certification**

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

### **5.2.4 Additional Certifications Precedent to Contract Award**

#### **5.2.4.1 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.

## **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 to and form part of the Contract.

**6.1.1.1** The Contractor/Officer 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)

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**6.1.1.2** 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.

**6.1.1.3** Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCASD.

## **6.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A". Parks Canada Agency (PCA) requires moving services to assist them in the relocation of historical and archeological objects from a warehouse facility in Cornwall, Ontario to their warehouse facility in Ottawa, Ontario.

## **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**

2010B (2018-06-21), 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.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to October 30, 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 four (4) additional one (1) month 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 five (5) 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**

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**Title – Titre :**

Move of archeological and historical objects from the Cornwall warehouse to the Ottawa warehouse

The Contracting Authority for the Contract is:

Name: Pat Alguire  
Title: Contracting Advisor  
Parks Canada Agency  
Address: 30 Victoria Street, Gatineau, QC J8X 0B3  
Telephone: 819-420-4692  
E-mail address: pat.alguire@canada.ca

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

### 6.5.2 Project Authority

The Project Authority for the Contract is:

*( to be completed at contract award )*

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

### 6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

<b>Representative's Name:</b>		
<b>Title:</b>		
<b>Vendor/ Firm Name:</b>		
<b>Address:</b>		
<b>City:</b>	<b>Province / Territory:</b>	<b>Postal Code / ZIP Code:</b>
<b>Telephone:</b>	<b>Facsimile:</b>	
<b>Email Address:</b>		
<b>Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:</b>		

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## 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 Contract, the Contractor will be paid a firm price, as specified in Annex "B" Basis of Payment for a cost of \$ \_\_\_\_\_ *(to be completed 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.

### 6.7.2 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:

1. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### 6.7.3 Schedule of Milestones

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

Milestone #	Payment Amount	Payment Date
1	50% of the lump sum	Upon completion of 50% of the move based on the move schedule
2	50% of the lump sum	Upon completion of full move

Move schedule will be determined at the kick off meeting.

## 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.

#### **6.10 Applicable Laws**

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

#### **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 [2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Insurance;
- f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- g) the Contractor's bid dated \_\_\_\_\_ *(to be completed at contract award)*

#### **6.12 Insurance**

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

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

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

#### **6.13 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **6.14 Government Property**

Government Property must be used only for the purpose of performing the Contract.

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## ATTACHMENT 1 - Mandatory Technical Criteria

### 1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

The bid will be evaluated on a pass/fail (compliant/non-compliant) basis against the criteria listed below. Proposals which fail to meet the Mandatory Requirements will be deemed non-compliant and given no further consideration.

<b>Mandatory Technical Criteria (MT)</b> All experience must have been completed prior to bid closing.			
<b>Item</b>	<b>Mandatory Technical Criterion</b>	<b>Met / Not Met</b>	<b>Cross Reference to Proposal</b>
<b>MT1</b>	The Contractor must demonstrate that they have a minimum three (3) years of experience in performing commercial moving projects and must submit supporting documentation to substantiate this experience, with their offer including: <ul style="list-style-type: none"><li>• Name and description of client organization;</li><li>• Name, phone, email address of client reference; and</li><li>• Scope, size in dollars and resources, move timeframe (from-to dates month/year).</li></ul>		
<b>MT2</b>	The Contractor must propose a Team Supervisor for the duration of the project who has a minimum of 3 years' experience in supervising moving teams, a valid first-aid training certification, and Health & Safety certificate (s). The Contractor must submit the name and resume of their proposed Team Supervisor.		



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<b>MT3</b>	<p>The Contractor must demonstrate a minimum of one (1) commercial move project in the last three years where they were required to handle, move and relocate sensitive equipment or fragile object for either a public or private sector client. The project must have included at least 5 truckloads.</p> <p>Examples of sensitive equipment:</p> <ul style="list-style-type: none"><li>- Equipment for photography and cinematography</li><li>- IT equipment (rack mounted equipment, entire racks, servers, data centers, computers, laptops, notebooks, monitors, etc.)</li><li>- Medical and lab equipment (those can include ultrasounds, infant care equipment, X-ray machines, hospital beds, etc.)</li><li>- Or other objects similar in nature</li></ul> <p>Examples of fragile objects:</p> <ul style="list-style-type: none"><li>- sculptures</li><li>- paintings</li><li>- antiques</li><li>- Or other objects similar in nature</li></ul> <p>Information required for each project are as follows:</p> <ul style="list-style-type: none"><li>(a) Name of the project,</li><li>(b) Description of the services provided,</li><li>(c) Duration of the project - start and completion dates,</li><li>(d) Number and type of resources assigned to the project, and</li><li>(e) Reference contact person (including name, telephone number and email address) for each project referenced.</li></ul>		
<b>MT4</b>	<p>The Contractor must demonstrate their ability to deploy the following, for the duration of the contract:</p> <ul style="list-style-type: none"><li>• Appropriate trucks with qualified operator</li><li>• Electric Forklift with qualified operator (as required)</li></ul> <p>The Contractor must briefly describe the number of appropriate truck sizes available in their own fleet, and/or their plans to rent or lease the required vehicles for the move.</p> <p>The Contractor must provide relevant proof of certification and training for proposed operators.</p>		

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## ATTACHMENT 2 – Financial Proposal

The Bidder should complete this pricing table and include it in its financial bid.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#	Description	Unit	Total
1	<b>All the work as described in Annex "A"</b> Excluding sales taxes	FIRM PRICE	\$

**Name of the Proposed Team Supervisor** \_\_\_\_\_

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## **ANNEX "A" STATEMENT OF WORK**

### **Statement of Work**

A project to move archeological and historical objects from Parks  
Canada Agency's Cornwall facility to the Ottawa facility.

1. General Requirements

Parks Canada Agency (PCA) requires moving services to assist in the relocation of historical and archaeological objects from a warehouse facility in Cornwall, Ontario to a PCA warehouse facility in Ottawa, Ontario.

2. Background

The Cornwall move is considered a “pilot project” and will assist PCA in determining resource and scheduling needs for a larger move from multiple facilities to one facility being planned for 2022.

The Cornwall facility is located in a warehouse building in Cornwall, Ontario. The facility currently holds approximately 7,000 historic objects, which include furniture, household items, textiles, and works of art, oversized objects, documentary and military objects. Archaeological objects include 2,400 banker’s boxes of small objects, cannonballs and other metallic objects as well as, related documentation.

3. Statement of Work - General Services

- 3.1. The Contractor will be required to provide moving services over an estimated three month period of time.
- 3.2. Regardless of labeling, all items being moved, without exception, are to be considered fragile and therefore handled with appropriate care throughout the move.
- 3.3. The numbers provided within the statement of work are estimated. The Contractor will be required to move all the required items.

**Items to be moved:**

3.4. Palletized items:

- 3.4.a. PCA staff will pack the pallets based on a mutually agreed upon schedule.
- 3.4.b. Small and medium sized historical objects will be pre-packed by PCA staff and loaded onto pallets or into pallet packs (PCA owned, collapsible, pallet based re-usable kiva containers) before being loaded onto a moving truck by the contractor. These pallet packs will need to be shipped back to the Cornwall facility for re-use.
- 3.4.c. The Contractor will palletize 2400 bankers boxes of archeological, load pallets on the trucks and unload the pallets from the truck in Ottawa. The pallets of archeological boxes will not need to be un-palletized at the Ottawa facility.

3.5. Large or awkward items:

Due to their size, weight or condition, a small number of objects will require the assistance of the Contractor’s crew and an electric forklift to remove them from their shelf at the Cornwall facility and prepare them for transport. The items include, but not limited to:

- 3.5.a. 4 boats
- 3.5.b. 1 table
- 3.5.c. 1 agricultural tool

- 3.5.d. 4 sofas
- 3.5.e. 1 bed
- 3.5.f. 2 chests
- 3.5.g. 1 large table top
- 3.5.h. 1 cannon
- 3.5.i. 2 pianos (tabletop)
- 3.5.j. 1 large oven door

These items would be unloaded and placed on the shelves at the Ottawa facility by the Contractor

**3.6. Other items:**

There are other items included in the move that may not be palletized, below is an example of those items, the un-palletized items will be discussed with the Contractor during the kick off meeting.

Examples of items that may not be palletized:

- 3.6.a. typical furniture,
- 3.6.b. large rolls of textiles,
- 3.6.c. medium sized metal objects
- 3.6.d. crates
- 3.6.e. 10 upright metal cabinets,
- 3.6.f. 4 map cabinets,
- 3.6.g. one chest freezer,
- 3.6.h. Approximately 6 tables and work stations.
- 3.6.i. 115 Metro racks
- 3.6.j. 4 rolling staircases of various sizes

**3.7. Shelving:**

- 3.7.a. Industrial racking, made up of approximately 175 vertical frame pieces, 350 shelves, 550 shelf supports, and 275 cross-beam pieces will be dismantled by the Contractor in Cornwall, shipped then re-installed by the Contractor at the Ottawa location. This will need to be done in phases due to space constraints and logistic issues at both locations.
- 3.7.b. Re-installed shelving at the Ottawa location will meet all relevant code requirements related to industrial shelving.

**3.8. Estimated move item numbers:**

Below is the PCA estimated volumes of the aforementioned items to be moved (industrial racking and the miscellaneous items not included):

- 3.8.a. 70 pallet packs (10 pallet packs to be used in rotation)
- 3.8.b. 60 standard pallets of large historic objects
- 3.8.c. 12 extra-long pallets of large historic objects

- 3.8.d. 50 standard pallets of archaeological objects
- 3.8.e. 15 standard pallets of packed historical boxes
- 3.8.f. 20 full crates of various sizes
- 3.8.g. 10 slat crates of various sizes
- 3.8.h. 20 wheeled wooden platforms with furniture (average size 55" x 32")
- 3.8.i. 70 large objects to be hand-carried into truck (ie: sofas, tables, etc)
- 3.8.j. 8 metro racks of hanging textiles
- 3.8.k. 12 metro racks filled with long tools
- 3.8.l. 6 "outliers" (boats, sled/pontoon, cannon, field gun carriage)
- 3.8.m. 30 rolled carpets

**3.9. Site and other conditions:**

- 3.9.a. Cornwall facility located at: 1020 Montreal Road, Cornwall, K6H 1E2.
- 3.9.b. Ottawa facility located at: 2630 Sheffield Road, Ottawa, K1B 3V7.
- 3.9.c. There is no loading dock at either the Cornwall facility or the Ottawa facility and the loading bay doors are both at ground level. The facility in Ottawa that will be receiving the items being moved has a loading bay with restricted access that may not permit a full tractor trailer to access it.
- 3.9.d. Pest management protocols and procedures will be in place during the move. As a result the Contractor will be required to follow specific protocols. Actions required may include; confirmation that item being loaded has no visible signs of pest infiltration and verification that their vehicles do not have a pest issue.
- 3.9.e. A very small number of historical objects items (couches, chairs, other large pieces of furniture) have been previously treated with lead and arsenic. These items will be identified by PCA staff and the appropriate personal protection equipment (nitrile gloves and Tyvek overalls) will be provided as well as appropriate handling procedures communicated. In line with existing Parks Canada handling protocols
- 3.9.f. Many items are sensitive to temperature and humidity fluctuations, and so cannot be kept in trucks overnight. As such, shipments should take place over one day. Exceptions to this would be the industrial racking and other non-sensitive items identified by PCA staff.
- 3.9.g. Special moving instructions may be required for certain items. The contractor's staff will be expected to participate in a one hour orientation session prepared by PCA on handling of the Collection at the start of the move and make every effort to follow special requirements deemed appropriate for certain items. If for any reason the Contractor cannot follow any special instructions provided by PCA for handling of objects, they must inform the Project Authority for instructions, before proceeding.
- 3.9.h. The scope of this requirement excludes the service of disconnecting and reconnecting any electrical equipment or components.
- 3.9.i. The Contractor will be required to attend project related meetings including a kick-off meeting, a move start-up meeting, and a post-move meeting to assist in the preparation of lesson learned.

**4. Staff / Personnel**

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- 4.1. Personnel assigned to this work must be client focused and have good interpersonal skills; they must be able to work well with others, to dress properly for work, possess good communication skills and be reliable.
  - 4.2. All persons performing the tasks must conduct themselves in such a way as to ensure the appropriate level of care for the objects being moved and the facilities in which they are working. PCA reserves the right to request a contractor's staff member be replaced, should PCA feel the staff member is not suitable, for any reason, to complete the work.
  - 4.3. Personnel assigned to this work must be experienced movers, packers and have experience with assembly and disassembly of various types of storage/shelving systems.
  - 4.4. Each move day or partial move day completed during this contract, requires the crew supervisor to be present at all times.
  - 4.5. All personnel must display the Contractor's name or logo on their outer garment(s) for identification purposes.
  - 4.6. The Contractors' staff must wear certified safety work footwear at all times, with a CSA Green Triangle: Class 1 steel toe cap with puncture-resistant sole; label as required, by the Occupational Health and Safety Act and Regulations.
  5. Packing Materials and Supplies
    - 5.1. The Contractor will be required to supply shrink wrap and plastic strapping for pallets.
  6. Equipment Resources, Tool Kits
    - 6.1. The Contractor will be required to provide all equipment needed to load, transport, and unload pallets from Cornwall to the destination facility in Ottawa. As well, equipment will be needed on site to move pallets as they are packed and for transport.
    - 6.2. The Contractor is required to provide all the resources, tools, lifting equipment and supplies, necessary to perform all tasks properly, efficiently and safely, at no additional cost to the PCA, including:
      - 6.2.a. floor protection sheets as requested (i.e. aspenite or equivalent);
      - 6.2.b. corner protectors;
      - 6.2.c. blankets / furniture pads;
      - 6.2.d. pallets or skids, ratchet straps and strapping for securing furniture in the truck, and
      - 6.2.e. roller jacks.
    - 6.3. The Contractor will be required to have an electric forklift with qualified operator available for the Cornwall facility. A PCA owned electric forklift is available for use by the Contractor's qualified operator at the Ottawa location.
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6.4. Example of a suitable mover's tool kit includes, but is not limited to:

- 6.4.a. Robertson screwdrivers, sizes #6 and #8;
- 6.4.b. Philips screwdrivers, sizes #5 and #8;
- 6.4.c. two sizes of standard (flat head) screwdrivers, sizes #6 and #8;
- 6.4.d. long needle nose pliers, vice grips, side cutters;
- 6.4.e. metric and imperial wrenches (complete sets);
- 6.4.f. rubber and Ball Pein hammers;
- 6.4.g. cordless drill (with #6 and #8 Robertson screwdriver bits and Philips bits) with extra recharged batteries;
- 6.4.h. metric and Imperial Allen keys (complete sets);
- 6.4.i. measuring tape;
- 6.4.j. levels.

7. Vehicles

- 7.1. Pallets cannot be stacked in the trucks. Exceptions can be made for industrial shelving and other non-historical and archeological items upon approval from PCA Project Authority
- 7.2. Vehicles must be locked with the PCA provided padlock or security tie cables. Should the vehicle be involved in an accident while in transit, the mover must contact the Project Authority as soon as possible.
- 7.3. The Contractor will be required to provide an appropriate truck with hydraulic lift tail gates and with sufficient clean furniture pads for each move day.
- 7.4. All moving vehicles must:
  - 7.4.a. be equipped with air-ride suspension systems to limit the objects' exposure to vibration and shock,
  - 7.4.b. have a functional locking system to ensure security while in transit, and
  - 7.4.c. be clean and free of all non-essential items while transporting objects, and
  - 7.4.d. be inspected thoroughly prior to loading to ensure due diligence for pest control.
- 7.5. The Contractor is required to have readily available back-up vehicles in case of breakdown at no additional cost.
- 7.6. The Contractor is required to ensure that all vehicles are clean and in good working order.
- 7.7. As part of ongoing research by Park's Canada's preventative conservation group on the impacts of vibration on objects during transport, vibration monitors (provided by PCA) will be installed, both on the floor of the truck itself, and on selected objects, to test the levels of vibrations in various types of packing.

8. Scheduling of Work

- 8.1. Upon issuance of the contract, the Contractor will be required to meet within 1 week with the Parks Canada Agency Project Authority and PCA Coordination Staff to discuss and plan the move schedule, timing and sequence.
- 8.2. First shipment must take within three weeks after contract date, with timely and consistent shipments to ensure completion of the move by the required date. Schedule to be discussed during the kick-off meeting.
- 8.3. The moves are to take place during regular working hours of Monday to Friday. Earliest arrival time at the Cornwall facility is 8:30 am. Trucks should arrive at Ottawa facility in time to be fully unloaded by 4pm.



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- 8.4. Some historical and Archeological items cannot be moved during extreme weather conditions including extreme heat, cold or humidity; as a result, PCA reserves the right to postpone moves where extreme weather conditions are anticipated.

9. Site Regulations

- 9.1. The Contractor undertakes and agrees to comply with all regulations in force on the sites where the work is to be performed.
- 9.2. The Contractor is responsible to keep the area safe and clean at all times.
- 9.3. The Contractor must adhere to all emergency, fire safety, and security regulations in the buildings as well as wearing proper equipment for the work.
- 9.4. The Contractor must not block any fire exit corridor, exit door, elevator, lobby, or hallway with any materials.
- 9.5. While performing services, the Contractor employees must not engage in any of the following activities, including but not limited to:
- 9.5.a. Smoking in the clients' facilities;
  - 9.5.b. Damaging Crown property of any type;
  - 9.5.c. Leaving unsecured Crown property of any type;
  - 9.5.d. Arriving at the work site under the influence of alcohol or drugs;
  - 9.5.e. Consuming drugs or alcohol on the job;
  - 9.5.f. Using offensive language; and
  - 9.5.g. Using unassigned washrooms;

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## **ANNEX "B" BASIS OF PAYMENT**

*(to be completed at contract award)*

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## **ANNEX "C" INSURANCE**

### **Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the 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.

### **Automobile Liability Insurance**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

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## **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.

<b>Parks Canada Responsible Authority/Project Lead</b>	<b>Address</b>	<b>Contact Information</b>
<b>Project Manager/Contracting Authority</b>		
<b>Prime Contractor</b>		
<b>Subcontractor(s)</b> (add additional fields as required)		

**Location of Work**

**General Description of Work to be Completed**

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**Mark "Yes" where applicable.**

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, \_\_\_\_\_ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

**Name**

**Signature**

**Date**

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## ANNEX “E” FORMER PUBLIC SERVANT

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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### **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?
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**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.



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## ANNEX “F” LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

### Requirements

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

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

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

### Supplier Information

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

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**List of Names**

Name	Title

**Declaration**

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of

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

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**Signature**

**Date**

Please include with your bid or offer.