

### **RETURN BIDS TO:**

Parks Canada Agency Bid Receiving Unit National Contracting Services

Bid Fax: **1-877-558-2349** Bid E-mail Address:

soumissionsest-bidseast@pc.gc.ca

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

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

# REQUEST FOR PROPOSAL

## 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.

# **Issuing Office:**

Parks Canada Agency National Contracting Services Gatineau, Quebec

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|---|---|----|---|--|
|   |   |    |   |  |

Interpretation Services at Cap-de-Bon-Desir Interpretation and Observation Centre and at the Marine Environment Discovery Centre, Saguenay-St. Lawrence Field Unit

Centre, Saguenay-St. Lawrence Field Unit

Solicitation No.:
5P300-21-0336/A

Client Reference No.:
PR 10212323

GETS Reference No.:
PW-22-00985640

Solicitation Closes:
At: 2:00 PM
On: March 17, 2022

Time Zone:
EST

| <b>F.O.B.:</b><br>Plant: □      | Destination: ⊠                 | Other: □                           |  |
|---------------------------------|--------------------------------|------------------------------------|--|
| <b>Address E</b><br>Christine F | i <b>nquiries to:</b><br>Piché |                                    |  |
| Email Ado<br>christine.p        | dress:<br>iche@pc.gc.ca        | <b>Telephone No.:</b> 873-355-8841 |  |

# Destination of Goods, Services, and Construction:

13, chemin du Cap-de-Bon-Désir, Les Bergeronnes, Qc G0T 1K0 41, rue des Pilotes, Les Escoumins, Qc GoT 1G0

### TO BE COMPLETED BY THE BIDDER

| Vendor/ Firm Name:                                      |                          |
|---|--------------------------|
| Address:  |                          |
| Telephone No.:  | Fax No.:                 |
| Name of person authorized to sign Firm (type or print): | on behalf of the Vendor/ |
| Signature:  | Date:                    |



5P300-21-0336/A 00 Christine Piché

Client Ref. No. - N° de réf. du client : Title - Titre :

PR 10212323 Interpretation Services at Cap-de-Bon-Desir Interpretation and Observation Centre and

at the Marine Environment Discovery Centre, Saguenay-St. Lawrence Field Unit

### IMPORTANT NOTICE TO BIDDERS

# **COVID-19 Vaccination Requirement**

This requirement is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as required precedent to contract award will render the bid non-responsive.

This requirement provides arrangements for a site visit that is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the requested certification as required will not be allowed access to the site.

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

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

The only acceptable email address for responses to the bid solicitation is <a href="mailto:soumissionsest-bidseast@pc.gc.ca">soumissionsest-bidseast@pc.gc.ca</a>. Bids submitted by email directly to the Contracting Authority or to any email address other than <a href="mailto:soumissionsest-bidseast@pc.gc.ca">soumissionsest-bidseast@pc.gc.ca</a> will not be accepted.

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

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

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

## **Security Requirements**

There are security requirements associated with this requirement. For further instructions consult Part 1 – General Information and Part 6 – Resulting Contract Clauses.

# **Direct Deposit**

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

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

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Amd. No. - N° de la modif. :

**Contracting Authority - Autorité contractante :** Christine Piché

Christine Pic

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PR 10212323

Title - Titre :

Interpretation Services at Cap-de-Bon-Desir Interpretation and Observation Centre and at the Marine Environment Discovery Centre, Saguenay-St. Lawrence Field Unit

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Contracting Authority - Autorité contractante : Christine Piché

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### PART 1 - INFORMATION AND INSTRUCTIONS

## 1.1. COVID-19 Vaccination Requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as required precedent to contract award will render the bid non-responsive.

## 1.2. Security Requirements

New personnel security clearance requests require the fingerprinting of individuals to conduct a criminal record check. The validity of an existing personnel security clearance issued by the Government of Canada is not affected by this requirement of the criminal record check process. Contractors who require personnel security clearances to perform a contract for the Government of Canada are responsible for all costs associated with obtaining the security clearances.

- **1.2.1.** 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;
- **1.2.2** 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.

### 1.3. Statement of Work

The Work to be performed is detailed under Article 6.3 of the resulting contract clauses.

# 1.4. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Marine Environment Discovery Centre, 41, rue des Pilotes aux Escoumins (QC) GOT 1K0 on **February 25, 2022**. The site visit will begin at **1:30 PM local time**.

This site visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who attend must be fully vaccinated against COVID-19, or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Bidders must communicate with the Contracting Authority (Christine.piche@pc.qc.ca) no later than February 24, 2022 at 12:00 PM EST to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders must also complete and submit the certification at Annex E to Part 1 of the Bid Solicitation.

Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the above certification as required will not be allowed access to the site. Bidders will be requested to sign an attendance sheet. No alternative appointment will be given to bidders who do

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not attend or do not send a representative. Bidders who do not participate in the visit 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.

### 1.5. **Debriefings**

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

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### PART 2 - BIDDER INSTRUCTIONS

## 2.1. Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2020-05-28), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety.

## 2.2. Submission of Bids

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

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

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

The only acceptable email address for responses to bid solicitations is soumissionsest-bidseast@pc.gc.ca.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

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

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

### 2.3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority (<a href="mailto:christine.piche@pc.gc.ca">christine.piche@pc.gc.ca</a>) no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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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 Quebec.

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

### 2.5. Bid Challenge and Recourse Mechanisms

- **2.5.1.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- **2.5.2.** Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell website</u>, under the heading "<u>Bid Challenge</u> and <u>Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- **2.5.3.** Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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## PART 3 - BID PREPARATION INSTRUCTIONS

# 3.1. Bid Preparation Instructions

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

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

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

### 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 at Annex B.

### Section III: Certifications

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

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### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1. Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

# 4.1.1. Technical Evaluation

### 4.1.1.1. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical evaluation criteria at **Attachment 1 to Part 4 of the Bid Solicitation**.

### 4.1.1.2. Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical evaluation criteria **Attachment 1** to Part 4 of the Bid Solicitation.

### 4.1.2. Financial Evaluation

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

### 4.1.3. Basis of Selection

### 4.1.3.1. Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
  - d. obtain the required minimum of 63 points overall for the technical evaluation criteria which are subject to point rating.
     The rating is performed on a scale of 100 points.
- 2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained/maximum number of points available multiplied by the ratio of 60 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$95,000 (95).

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

|              |                          | Bidder 1            | Bidder 2            | Bidder 3           |
|--------------|--------------------------|---------------------|---------------------|--------------------|
| Overall Ted  | chnical Score            | 90/100              | 75/100              | 80/100             |
| Bid Evalu    | ated Price               | \$105,000.00        | \$100,000.00        | \$95,000.00        |
| Calculations | Technical<br>Merit Score | 90/100 x 60 = 54    | 75/100 x 60 = 45    | 80/100 x 60 = 48   |
| Calculations | Pricing Score            | 95/105 x 40 = 36.19 | 95/100 x 40 = 38.00 | 95/95 x 40 = 40.00 |
| Combin       | ed Rating                | 90.19               | 83.00               | 88.00              |
| Overa        | II Rating                | 1st                 | 3rd                 | 2nd                |

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### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1. Certifications Required with the Bid

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

# 5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

### 5.2. Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1. COVID-19 Vaccination Requirement and Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, the Bidder must provide the COVID-19 Vaccination Requirement Certification at Attachment 2 to Part 5 of the Bid Solicitation prior to contract award, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

## 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 property agreement of the *Ineligibility and Suspension Policy* (http://www.tpsqc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Bidder, regardless of their status under the *Ineligibility and Suspension Policy*, must provide the information requested at Attachment 3 to Part 5 of the Bid Solicitation prior to contract award.

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### 5.2.3. Former Public Servant

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

In order to comply with Treasury Board policies and directives on contracts awarded to Former Public Servants, the Bidder must provide the information requested at Attachment 4 to Part 5 of the Bid Solicitation prior to contract award.

### 5.2.4. 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/employmentequity/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.

### 5.2.5. Additional Certifications Precedent to Contract Award

### 5.2.5.1. Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16), Status and Availability of Resources

### 5.2.5.2. **Education and Experience**

SACC Manual clause A3010T (2010-08-16), Education and Experience

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### PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1. COVID-19 Vaccination Requirement

The COVID-19 Vaccination Policy for Supplier Personnel is applicable to the Contract.

### 6.2. Security Requirements

- **6.2.1.** The following security requirements apply to and form part of the Contract.
  - 6.2.1.1. The Contractor/Offeror's personnel as well as their subcontractors that require unescorted access to work site(s) as well as access to sensitive assets or information must EACH hold and maintain a valid **RELIABILITY STATUS**, granted or approved by Parks Canada Agency Security Directorate (PCASD).
    - \*Sensitive assets may include: Cash, artefacts, firearms, explosives, keys, vehicles, Historic sites and buildings, electronic equipment, IT networks, Critical installations and systems, etc.
  - 6.2.1.2. The Contractor/Offeror's personnel as well as their subcontractors MUST NOT remove any PCA information or assets from the identified work site(s) without consent from a PCA employee, and they must ensure that their personnel are made aware of and comply with this restriction.

### 6.3. Statement of Work

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

### 6.3.1. Task Authorization Process

### 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 F**.
- 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 2 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.

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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.

### 6.3.2. Canada's Obligation - Portion of the Work - Task Authorizations

SACC Manual clause <u>B9031C</u> (2011-05-16), Canada's Obligation - Portion of the Work – Task Authorizations

## 6.4. Standard Clauses and Conditions

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

### 6.4.1. General Conditions

<u>2010B</u> (2021-12-02), 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.

## 6.4.2. Supplemental General Conditions

# 6.4.2.1. 4013 (2021-11-05) Compliance with On-site Measures, Standing Orders, Policies, and Rules

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

### 6.5. Term of Contract

### 6.5.1. Period of the Contract

The period of the Contract is from April 1, 2022 to March 31, 2023 inclusive.

# 6.5.2. 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 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.

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### 6.6. Authorities

## 6.6.1. Contracting Authority

The Contracting Authority for the Contract is:

Christine Piché
Advisor, Procurement and Contracting
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate

Telephone: 873-355-8841

E-mail address: <a href="mailto:christine.piche@pc.gc.ca">christine.piche@pc.gc.ca</a>

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.

### 6.6.2. Project Authority

The Project Authority for the Contract is:

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

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

# 6.6.3. Contractor's Representative

The Contractor's Representative for the Contract is:

| Representative's Name:                                |           |        |  |
|---|-----------|--------|--|
| Representative's Title:                               |           |        |  |
| Legal Vendor/ Firm Name:                              |           |        |  |
| Operating Vendor/Firm Name (if different than above): |           |        |  |
| Physical Address:                                     |           |        |  |
|   | Province/ | Postal |  |

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| City:   | Territory: |            | Code: |
|---|------------|------------|-------|
| Telephone:  |            | Facsimile: |       |
| Email Address:  |            |            |       |
| Procurement Business Number (PBN) or Goods and Services Tax (GST) Number: |            |            |       |

### 6.7. Proactive Disclosure of Contracts with Former Public Servants

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

### 6.8. Payment

### 6.8.1. Basis of Payment

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

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.

## 6.8.2. Basis of Payment - Firm Unit Price(s) or Firm Lot Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid 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.

### 6.8.3. Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$9,999.00 Applicable Taxes included, inclusive of any revisions.

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

## 6.8.4. Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$
 \*\*\*\*to be inserted at contract award\*\*\*\*. Customs duties are included and Applicable Taxes are extra.

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2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.8.5. Terms of Payment

SACC Manual clause H1008C (2008-05-12), Monthly Payment

### 6.9. **Invoicing Instructions**

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.

### For Tasks authorizations:

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed.
- 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.

#### 6.10. Certifications and Additional Information

### 6.10.1. 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.

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### 6.11. **Applicable Laws**

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

### 6.12. **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 supplemental general conditions 4013 (2021-11-05) Compliance with On-site Measures, Standing Orders, Policies, and Rules;
- (c) The general conditions 2010B (2021-12-02), General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment:
- (f) Annex C. Insurance Requirements:
- (g) Annex D. Attestation and Proof of Compliance with Occupational Health and Safety (OHS):
- (h) Annex E, Site Visit Certification;
- (i) Annex F, Task Authorization Form;
- (i) The Contractor's bid dated \*\*\* to be inserted at contract award \*\*\*.

### 6.13. **SACC Manual Clauses**

A9068C (2010-01-11), Government Site Regulations B6802C (2007-11-30), Government Property

### **Insurance Requirements** 6.14.

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.

### 6.15. Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection

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Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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# **ANNEX A**

## STATEMENT OF WORK

The Statement of Work is included under separate attachment Statement Work\_Interpretation\_CBD-CDMM\_2022-2025\_v2.pdf.

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## **ANNEX B**

### **BASIS OF PAYMENT**

1. Bidders must submit prices in the format indicated in this Appendix "B" – Basis of Payment, failure to do so will result in their submission being deemed non-compliant.

- 2. Bidders must provide their prices based on the requirements presented in Appendix "A" Statement of Work. They must submit all-inclusive prices.
- 3. The amounts tendered must include, but are not limited to, specialized labour, equipment, materials, permits, transportation, administration fees and any other incidental expenses related to the execution of this mandate.
- 4. \*The inclusion of estimated amounts in this document does not in any way indicate that Canada intends to use the services described in this submission in accordance with these estimated amounts.

TABLE A - From contract award date to October 31, 2022

| No | Description of the expe                                   | Price (excluding applicable taxes) |                                      |    |  |
|----|---|------------------------------------|--------------------------------------|----|--|
| 1  | Interpretation and roving servi<br>Observation Centre     | \$                                 |                                      |    |  |
| 2  | Interpretation and roving servi (without the diving team) | ce at the Marine Enviro            | nment Discovery Centre               | \$ |  |
| 3  | Provision of activities by the di<br>Centre               | e Environment Discovery            |                                      |    |  |
| 4  | Management of the saltwater equipment)                    | \$                                 |                                      |    |  |
|    |   | (1                                 | SUBTOTAL excluding applicable taxes) | \$ |  |
| 5  | Work on request (task authorisations)                     |                                    |                                      |    |  |
|    |   | \$                                 |                                      |    |  |

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# TABLE B - From April 1, 2023 to October 31, 2023 (first option year)

| No | Description of the expe                                      | Price (excluding applicable taxes) |                        |    |
|----|--|------------------------------------|------------------------|----|
| 1  | Interpretation and roving servi<br>Observation Centre        | esir Interpretation and            | \$                     |    |
| 2  | Interpretation and roving servi<br>(without the diving team) | ce at the Marine Enviro            | nment Discovery Centre | \$ |
| 3  | Provision of activities by the di<br>Centre                  | e Environment Discovery            |                        |    |
| 4  | Management of the saltwater a equipment)                     | \$                                 |                        |    |
|    |  | \$                                 |                        |    |
| 5  | Work on request (task authorisations)                        | \$                                 |                        |    |
|    |  | \$                                 |                        |    |

# TABLE C - From April 1, 2024, to October 31, 2024 (2<sup>nd</sup> option year)

| No | Description of the ex                                  | Price (excluding applicable taxes) |                         |   |
|----|--|------------------------------------|-------------------------|---|
| 1  | Interpretation and roving se<br>Observation Centre     |                                    |                         |   |
| 2  | Interpretation and roving se (without the diving team) | rvice at the Marine Enviro         | onment Discovery Centre | , |
| 3  | Provision of activities by the Centre                  |                                    |                         |   |
| 4  | Management of the saltwat equipment)                   | •                                  |                         |   |
|    |  | :                                  |                         |   |
| 5  | Work on request (task authorisations)                  | \$                                 |                         |   |
|    | •  | \$                                 |                         |   |

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|   | SUMMARY   | GLOBAL PRICE (excluding applicable taxes) |
|---|---|---|
| 1 | TABLE A First year of contract – from the date of the contract until October 31, 2022       | \$  |
| 2 | TABLE B 1st Option Year – from April 1st, 2023 to October 31, 2023                          | \$  |
| 3 | TABLE C 2 <sup>nd</sup> Option Year - from April 1 <sup>st</sup> , 2024 to October 31, 2024 | \$  |
|   | GRAND TOTAL OF THE SUBMISSION (excluding applicable taxes)                                  | \$  |
|   |   |   |
| V | endor's Name Date   |   |

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### ANNEX C

### INSURANCE REQUIREMENTS

# G2001C - 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 Parks Canada Agency.
  - 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.
  - I. 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.

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### ANNEX D

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

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

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

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

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

| Parks Canada Responsible Authority/Project<br>Lead   | Address | Contact Information |
|--|---------|---------------------|
| Project Manager                                      |         |                     |
| Prime Contractor                                     |         |                     |
| Subcontractor(s) (add additional fields as required) |         |                     |
| Location of Work                                     |         |                     |
| General Description of Work to be Completed          |         |                     |

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# Mark "Yes" where applicable.

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

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Contracting Authority - Autorité contractante :

Christine Piché

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## ANNEX E TO PART 1 OF THE BID SOLICITATION

| SITE VISIT CERTIFICATION  |  |
|---|--|
| l,(   | (first and last name), as the representative of  |
| (n-   | ame of business) pursuant to   |
| <i>(in</i> all personnel that will attend this site visit on the busin  | nsert solicitation number), warrant and certify that ness' behalf are:   |
| (a) fully vaccinated against COVID-19; or   |  |
| (b) for personnel that are unable to be vaccinated due other prohibited grounds of discrimination under t accommodation and mitigation measures that have   | he Canadian Human Rights Act, subject to   |
| I certify that all personnel that will attend on behalf of <i>(name of business)</i> have been notified of the vaccina COVID-19 Vaccination Policy for Supplier Personnel,  |  |
| with this requirement.  | ame of business) has certified to their compliance   |
| I certify that the information provided is true as of the of the duration of the site visit. I understand that the cert verification at all times. Canada reserves the right to recrtifications at all times. I also understand that Canadin default, if a certification is found to be untrue, whether | ifications provided to Canada are subject to request additional information to verify the da will declare a bid non-responsive or a contractor |
| Signature:  |  |
| Date:   |  |

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

| Annex  |  |
|--------|--|
| Annexe |  |

# Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

| 7.44.01.1544.1011.40 44.61.6  |  |
|---|--|
| Contractor's Name and Address - Nom et l'adresse de l'entrepreneur  | Task Authorization (TA) No N° de l'autorisation de tâche (AT)  |
|   | Title of the task, if applicable - Titre de la tâche, s'il y a lieu  |
|   | Total Estimated Cost of Task (GST/HST extra) Coût total estimatif de la tâche (TPS/TVH en sus) \$                |
|   |  |
| Security Requirements: This task includes security requirements<br>Exigences relatives à la sécurité : Cette tâche comprend des exigences | s relatives à la sécurité  |
|   | ements Checklist (SCRL) included in the Contract<br>des exigences relative à la sécurité (LVERS) dans le contrat |
| <b>→</b>  |  |

# For Revision only - Aux fins de révision seulement

| TA Revision Number, if applicable<br>Numéro de révision de l'AT, s'il y a lieu | Increase or Decrease (GST/HST Extra),<br>as applicable<br>Augmentation ou réduction (TPS/TVH en<br>sus), s'il y a lieu |
|--|--|
|  | \$<br>\$   |

Start of the Work for a TA: Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT: Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

| conditions of the contract.  | autorisée conformén | nent au contrat.        |
|--|---------------------|-------------------------|
| 1. Required Work: - Travaux requis :                               |                     |                         |
| A.Task Description of the Work required - Description de tâche des | travaux requis      | See Attached - Ci-joint |
| B. Basis of Payment - Base de paiement                             |                     | See Attached - Ci-joint |
| C. Cost of Task - Coût de la tâche                                 |                     | See Attached - Ci-joint |
| D. Method of Payment - Méthode de paiement                         |                     | See Attached - Ci-joint |

| Annex  |  |
|--------|--|
| Annexe |  |

Contract Number - Numéro du contrat

| 2. Au  | thorization(s) - Autorisation(s)   |  |  |
|--------|--|--|--|
| PC Co  | ontracting Authority certify(ies) that the nt of this TA is in accordance with the   | autorisé et (ou) l'autorit<br>atteste(nt) que le conte           | é contractante de PC<br>enu de cette AT respecte       |
| contra | act. When the value of a TA and its revisions is cess of this limit, the TA must be forwarded to   | dans le contrat. Lorsque révisions dépasse cette                 | e la valeur de l'AT et ses<br>e limite, l'AT doit être |
| _      | Name and title of authorized client - Nom  | et titre du client autorisé à sig                                | gner   |
| _      | signing this TA, the authorized client and (or) the Contracting Authority certify(ies) that the itent of this TA is in accordance with the iditions of the contract.  En apposant sa signature sur l'AT, le cautorisé et (ou) l'autorité contractante de PC et | Date   |  |
| _      | PC Contracting Authority - Autorité  | contractante de PC   |  |
| _      | Signature  |  | Date   |
| 3. Co  | ntractor's Signature - Signature de l'entrepre   | neur   |  |
|        |  |  |  |
| _      | Name and title of individual authoriz<br>Nom et titre de la personne autorisée à   | ed - to sign for the Contractor<br>signer au nom de l'entreprene | ur   |
| _      | Signature  |  | Date   |
|        |  |  |  |

Solicitation No. - N° de l'invitation : 5P300-21-0336/AContracting Authority - Autorité contractante : Christine Piché Amd. No. - N° de la modif. :

Client Ref. No. - N° de réf. du client : Title - Titre :

Interpretation Services at Cap-de-Bon-Desir Interpretation and Observation Centre and at the Marine Environment Discovery Centre, Saguenay-St. Lawrence Field Unit PR 10212323

# ATTACHMENT 1 TO PART 4 OF THE BID SOLICITATION

# **TECHNICAL EVALUATION**

|     | Mandatory criterion (MC)   | Bidder's Substantiation (should indicate the reference the technical Bid; such as |
|-----|--|---|
|     |  | page, section,<br>paragraph   |
| MC1 | The bidder must demonstrate in his proposal that he has at least 30 months of experience, within the last 10 years, in the following field: The provision of bilingual services for interpretation services in a tourism context.  To demonstrate this, he should provide the following information: |   |
|     | <ol> <li>The contact details of the client(s), including an email address;</li> <li>A brief description of the work;</li> <li>The duration of the contract (start and end date in year/month).</li> </ol>  |   |
|     | Clients provided as reference may be contacted to confirm the information.   |   |

# Rated criteria (RC)

| Rated criteria (RC)  | Maximum<br>score | Minimum<br>score<br>required |
|--|------------------|------------------------------|
| RC1 Experience  In his proposal, the bidder must explicitly demonstrate that he has acquired, in the past 10 years, at least 30 months of relevant experience * required to provide the services described in the statement of work (Annex A).  a) Months of relevant experience * in marine environment interpretation, i.e. interpretation related to marine mammals (biology, prey, habitat, etc.), endangered species, oceanographic currents, maritime history, the St. Law rence River, etc.  0 to 29 months – 0 points 30 months – 15 points 31 to 49 months – 16 points 50 to 69 months – 17 points 70 to 89 months – 18 points 90 to 109 months – 19 points 110 months and more – 20 points | 20               | 15                           |

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\*Definition of relevant experience: experience in providing interpretation services in a tourism context, acquired in a framework similar to what is requested in the statement of w ork (Annex A) 5 3 To demonstrate that he has acquired the required experience and that this experience is relevant, the bidder should include the following information: The contact details of the client(s), including an email address The duration of the contracts (start and end date of each work period) A detailed descriptions of the roles, responsibilities and functions he performed which clearly demonstrates that they correspond to the requirements in Annex A – Statement of Work. NOTE - Experience deemed irrelevant will not be taken into account in calculating the score. Clients provided as reference could be contacted to confirm the information. Rating scale: **Excellent** Complete information. All the necessary details are provided. There is no gap. The bidder demonstrates an ability to respond perfectly to all the elements. (5 points) **Very good** Most of the essential elements are covered. There are slight gaps. The bidder demonstrates an ability to respond appropriately to all elements. (4 points) Good Most of the necessary details are provided; there are several minor gaps. Some of the elements are not clearly addressed. The bidder demonstrates a minimum acceptable ability to respond to most of the elements. (3 points) Low Lack of clarity and detail to allow a full assessment. There are several significant gaps and elements are missing. Some of the main elements are not clearly addressed. The bidder does not demonstrate the ability to meet all the main elements. (2 points) Limited Information incomplete, limited or absent. The bidder does not meet the requirement. (0 points)

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Client Ref. No. - N° de réf. du client :

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| RC2 RC2 Unde                            | erstanding the requirements   |     |    |  |  |
|---|---|-----|----|--|--|
| the role                                | dder must present, in about one page (letter size), his vision of e that guides-interpreters can play in the conservation mandate tional marine protected area.   | 25  | 15 |  |  |
| the sta<br>ensure<br>offer v<br>etc.) a | dder must explain how he will go about offering training before rt of operations and continuously throughout the season, to that guides-interpreters in place are qualified, that they can arious interpretation services (raiding, animation of activities, and that their work be done in both official languages while g Parks Canada service standards. | 25  | 15 |  |  |
| he will<br>resour<br>during             | c) The bidder must outline a contingency plan which demonstrates that he will be able to ensure operational continuity and will have qualified resources if employees are absent punctually, leave their function during the season or must be replace for performance reasons or others.   |     |    |  |  |
| Rating                                  | Rating scale for a), b) and c) above:   |     |    |  |  |
| Excellen                                | Excellent Excellent, thorough and precise explanation. All the necessary details are provided. There is no gap. The bidder demonstrates an ability to respond perfectly to all the elements. (25 points)  |     |    |  |  |
| Very god                                |   |     |    |  |  |
| Good                                    | Acceptable and adequate explanation. Most of the necessary details are provided; there are several minor gaps. Some of the elements are not clearly addressed. The bidder demonstrates a minimum acceptable ability to respond to most of the elements. (15 points)   |     |    |  |  |
| Low                                     | Explanation lacks clarity and detail to allow a full assessment. There are several significant gaps and elements are missing. Some of the main elements are not clearly addressed. The bidder does not demonstrate the ability to meet all the main elements. (10 points)   |     |    |  |  |
| Limited                                 | Incomplete, limited or absent explanation of how the bidder will meet the requirement. (0 points)   |     |    |  |  |
|   | Total   | 100 | 63 |  |  |

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Title - Titre :

Interpretation Services at Cap-de-Bon-Desir Interpretation and Observation Centre and at the Marine Environment Discovery Centre, Saguenay-St. Lawrence Field Unit

# ATTACHMENT 2 TO PART 5 OF THE BID SOLICITATION

| COVID-19 VACCINATION REQUIREMENT CERTIFICATION  |
|---|
| I, (first and last name), as the representative of  |
| (name of business) pursuant to  |
| 5P300-21-0210/A, warrant and certify that all personnel that  |
|   |
| (check the applicable option[s] below)  |
| ☐ (a) fully vaccinated against COVID-19;  |
| ☐ (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the <i>Canadian Human Rights Act</i> , subject to accommodation and mitigation measures that have been presented to and approved by Canadian or  |
| ☐ (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada immediately after which period the personnel will meet the conditions of (a) or (b) or will no long access federal government workplaces where they may come into contact with public servants under this Contract;   |
| until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.  |
| I certify that all personnel provided by (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID Vaccination Policy for Supplier Personnel, and that the  |
| (name of business) has certified to their complian  |
| with this requirement.  |
| I certify that the information provided is true as of the date indicated below and will continue to be true the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certificat is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canareserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract. |
| Signature:  |
| Date:   |
| <u>Optional</u>   |

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For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

| nitia | le: |  |  |
|-------|-----|--|--|
| IIIua | 15. |  |  |

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

5P300-21-0336/A 00

Christine Piché

Client Ref. No. - N° de réf. du client :

PR 10212323

Title - Titre :

Interpretation Services at Cap-de-Bon-Desir Interpretation and Observation Centre and at the Marine Environment Discovery Centre, Saguenay-St. Lawrence Field Unit

## ATTACHMENT 3 TO PART 5 OF THE BID SOLICITATION

### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

### Requirements

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

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

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

## **Supplier Information**

| Supplier's Legal Name:  Organizational Structure: ( ) Corporate Entity |                          |                 |  |  |
|--|--------------------------|-----------------|--|--|
| Supplier's Legal Address:  |                          |                 |  |  |
| City:  | Province /<br>Territory: | Postal<br>Code: |  |  |
| Supplier's Procurement Business Number (optional):                     |                          |                 |  |  |

### **List of Names**

| Name | Title |
|------|-------|
|      |       |
|      |       |
|      |       |
|      |       |

Solicitation No. - N° de l'invitation : Amd. No. - N° de la modif. : Contracting Authority - Autorité contractante : 5P300-21-0336/A Christine Piché Client Ref. No. - N° de réf. du client : Title - Titre : Interpretation Services at Cap-de-Bon-Desir Interpretation and Observation Centre and PR 10212323 at the Marine Environment Discovery Centre, Saguenay-St. Lawrence Field Unit Declaration \_\_\_\_\_, *(position)* of \_\_\_\_\_, (supplier's name) declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted. Signature: Date:

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### ATTACHMENT 4 TO PART 5 OF THE BID SOLICITATION

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

## Former Public Servant in Receipt of a Pension

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

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

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

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

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published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-1</u> 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.