

RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit National Contracting Services

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

soumissionsest-bidseast@pc.gc.ca

Attention: Lorraine Fletcher

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 QUOTATION

Quotation 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 Cornwall, ON

Title: Lawn Care, La Mauricie National Park	
Solicitation No.: 5P300-21-0329-A	Date: February 22, 2022
Client Reference No.: 10212305	
GETS Reference No.: N/A	
Solicitation Closes: At: 2:00 pm On: March 24, 2022	Time Zone: EDT

343-585-4712	N/A
Email Address: lorraine.fletcher@pc.gc.ca	
Destination of Goods, Services, and La Mauricie National Parks Canada 50 du Lac Goulet Road	I Construction:

Other: □

TO BE COMPLETED BY THE BIDDER

St-Mathieu-du-Parc, QC G0X 1N0

Destination: ⊠

Address Enquiries to: Lorraine Fletcher

F.O.B.: Plant: □

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



Amendment No.: **Contracting Authority:** Ver.11.30.21 Solicitation No.:

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Lawn Care La Mauricie National Park 10212305

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 MAY NOT BE ACCEPTED.

The only acceptable email address for responses to the bid solicitation is soumissionsest-bidseast@pc.qc.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsest-bidseast@pc.gc.ca will not be accepted.

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

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.

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

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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**

1.2.1. There is no security requirement associated with the bid solicitation.

1.3. Statement of Work

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

Optional Site Visit 1.4.

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 50 du Lac-Goulet road, St-Mathieu-du-Parc, Québec, G0X 1N0 on March 7, 2022. The site visit will begin at 10:00 am EST, in meeting room 118B.

Bidders are requested to communicate with the Contracting Authority no later than March 3, 2022 at 2:00 pm EST 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.

1.5. **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 Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andguidelines/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 (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 may not be accepted.

The only acceptable facsimile for responses to bid solicitations is 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 no later than seven (7) 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

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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 Québec.

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 and 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.
- (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 mandatory technical evaluation criteria specified below.

М1

The bidder must include the list of his machinery in his proposal.

See section 1.8 of the Statement of Work in Annex A.

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. 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.

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

5.2. Certifications Precedent to Contract Award and Additional Information

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

The Bidder, regardless of their status under the <u>Ineligibility and Suspension Policy</u>, must provide the information requested at **Annex G to Part 5 of the Bid Solicitation** prior to contract award.

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.

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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 **Annex H 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/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.

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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. There is no security requirement applicable to the Contract.

6.3. Statement of Work

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

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>2010C</u> (2021-12-02), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

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

6.5. 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.

The period of execution of the work is from April 1 to November 30 of each year.

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 four (4) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

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6.6. **Authorities**

6.6.1. Contracting Authority

The Contracting Authority for the Contract is:

Lorraine Fletcher **Contracting Officer** Parks Canada Agency **National Contracting Services** Chief Financial Officer Directorate 111 Water Street East, Cornwall, Ontario, K6H 6S2

Telephone: 343-585-4712

E-mail address: lorraine.fletcher@pc.gc.ca

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

6.6.2. 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: (kindly include with your bid)

Panragantativa'a Nama		
Representative's Name:		
Representative's Title:		
Legal Vendor/ Firm Name:		
Operating Vendor/ Firm Name (if different than above):		
Physical Address:		
City:	Province/ Territory:	Postal Code:

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Telephone:	Facsimile:
Email Address:	
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:	

Proactive Disclosure of Contracts with Former Public Servants 6.7.

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

6.8. **Payment**

6.8.1. Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the (insert the amount Contractor will be a paid firm price as specified in Annex B for a cost of \$ 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. **Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

6.9. **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.

Each invoice must include:

- a. A copy of the monthly work report.
- 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.

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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.

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 general conditions 2010C (2021-12-02), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) The Contractor's bid dated *** to be inserted at contract award ***.

6.13. **SACC Manual Clauses**

A9068C (2010-01-11), Government Site Regulations

6.14. **Insurance Requirements**

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.

Inspection and Acceptance 6.15.

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

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of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection 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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Lawn Care La Mauricie National Park

ANNEX A

STATEMENT OF WORK

Lawn Care La Mauricie National Park 50 Lac Goulet Road, St-Mathieu

Parks Canada Agency La Mauricie and Western Quebec Field Unit

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1. GENERAL GUIDELINES

1.1 INTERPRETATION

- In this statement, "the Agency" refers to the Parks Canada Agency, Mauricie and Western Quebec Field Unit.

- In this statement, the "Representative" refers to the Head of Technical Services at Parks Canada or his or her authorized representative.
- In this statement, the "Contractor" refers to the company selected to perform all the work described herein, according to the instructions and specifications provided for this purpose.
- The words, expressions and abbreviations with a known technical or professional meaning must be understood as such in this statement.

1.2 PLANS

- The areas and distances indicated and located on the plans in the appendix are considered approximations. It is the Contractor's responsibility to verify all relevant information on site in order to take it into consideration.
- Dimensions shown on drawings or scopes, or represented by a module or lines, arrows or otherwise, shall take precedence over the drawings.
- Large-scale drawings take precedence over smaller-scale ones. In addition, priority is given to the most recent specifications and drawings.
- Where there is a discrepancy between the dimensional figures shown on the drawings, consult Agency Representative for the applicable dimensions.
- Any discrepancies between the statement and the drawings shall be submitted in writing to the Agency Representative so that he or she can render a final decision, also in writing, in this respect.
- The Agency Representative may, for clarification purposes only, provide the Contractor with additional drawings to ensure proper execution of the work. These drawings will have the same meaning and scope as if they appeared with the maps mentioned in the contract documents.

1.3 WORK SCHEDULE

- All work or activities specified in this statement must be completed within the dates, times or days specified in section **2. WORK DESCRIPTION** in this document.

1.4 CONTRACTOR'S USE OF THE SITE

- The site shall remain open during the work. The Contractor shall coordinate with the Agency Representative regarding work areas in order to minimize the impact on site activities.
- Restrict use to areas identified by the Agency Representative for work execution and storage.
- Do not unduly clutter the premises with materials and equipment.

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 Relocate materials or stored equipment that impede the work of the project manager or another contractor.

- For the duration of the work, the Contractor may not use the site as a shelter or temporary residence for employees.
- After obtaining the required authorizations, assume the costs of using additional storage or work areas necessary to perform the work.
- The Contractor shall comply with all applicable Agency regulations, including, but not limited to, fire safety, parking and traffic control regulations.
- The Contractor shall comply with the speed limit on the site to prevent accidents among the many users (vehicles, pedestrians and cyclists) who have access to the site.
- The Contractor shall not operate, on the roads and engineering structures, any loaded vehicle, machine or tool whose weight or size exceeds the established legal limits, without prior written authorization and direction from the Agency Representative. Furthermore, no trucks loaded beyond the legal limits shall be allowed on the roads.

1.5 CONTRACTOR RESPONSIBILITIES

- The Contractor shall notify the Agency of any accident or incident that causes damage to Parks Canada or third-party property. It must also immediately report any injuries caused to site users.
- If, in the course of operations carried out by the Contractor, damage is caused to Agency property, the Contractor shall bear the cost of repairs.

1.6 ENVIRONMENTAL PROTECTION

- The Contractor must comply with environmental protection requirements, both in terms of natural resources (vegetation, flora and fauna) and the Agency's property (structures, etc.). In particular, those falling under the *Environment Quality Act* (R.S.Q., c. Q-2), the *Act respecting the conservation and development of wildlife* (R.S.Q., c. C-61.1), the *Forest Act* (R.S.Q., c. F-4.1) and the regulations thereunder.

1.7 SAFETY

- The Contractor shall ensure compliance with all occupational safety requirements, including the clothing worn by its employees, the equipment used and the work methods recommended.
- The Contractor shall ensure that the work is compliant with the requirements of the *Canada Labour Code* and the *Commission de la santé et de la sécurité du travail du Québec* (CSST).
- The Contractor shall ensure, at its own expense, the health and safety of persons on the site, protect the assets on the site and, in areas adjacent to the site, protect persons and the environment insofar as they are affected by the work.
- The Contractor shall ensure safe access to the site for Agency staff, occupants and visitors for the duration of the work.

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It shall also comply with the Canada Labour Code Part II:

https://www.laws-lois.justice.gc.ca/eng/acts/L-2/

1.8 EQUIPMENT AND TOOLS

- The equipment and tools accepted by the Agency are the following:

- o Manual-rotary, with a width of fifty-three (53) centimetres or more.
- Tractors equipped with rotary mowers or twin reel mowers measuring one hundred and thirty (130) centimetres or more, mounted on the front or rear of the tractors. Flail mowers and scythes will not be permitted for lawn care.
- o Tractors with mowers shall be equipped with lawn tires only and shall not exceed nine hundred (900) kilograms (2,000 lb.). Upon request, produce a weight certificate.
- Farm tractors shall only be permitted on wild land where the equipment specified above is not equipped with suitable tires.
- Trucks and all machinery must be in good working order to prevent oil, grease and fuel leaks.
 Equipment that produces an above-normal level of noise or exhaust fumes will have to be repaired or modified to make it acceptable.
- At the Agency's request, the Contractor must prove that the equipment and tools it proposes to use are sufficient in number as well as suitable, safe and in good condition.
- All trucks and machinery shall be equipped with a petroleum spill kit.

1.9 WASTE DISPOSAL

- All waste and old dismantled materials shall be disposed of outside of La Mauricie National Park in a recognized landfill site at the Contractor's expense.
- Except with special authorization from the Agency Representative, scattering or burying waste and waste materials on park property is prohibited.
- It is prohibited to dispose of waste materials such as mineral spirits and oil or paint thinners by dumping them into watercourses, storm sewers, sanitary sewers or in the soil.

1.10 STAFF

- The people to whom the Contractor will delegate this work must be competent, honest and respectful to park visitors and employees.
- The Contractor must designate a supervisor and provide the Agency with this person's contact information so that he or she can be easily reached if necessary.

1.11 SUPPORT PROVIDED BY THE AGENCY

- At no time will the Agency provide materials or equipment required for lawn care work.

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2. WORK DESCRIPTION

2.1 OBJECTIVES

- To provide lawn care services for a large portion of La Mauricie National Park's grassy areas.

2.2 AREAS OF FOCUS

- The areas affected by this statement of work will be specified in the APPENDIX. The sectors concerned are located in the entire Park, from the St-Mathieu-du-Parc entrance to the St-Jean-des-Piles entrance, running through the St-Gérard-des-Laurentides entrance.

2.3 TIMELINE AND WORK SCHEDULE

- Lawn mowing shall be conducted Monday through Friday, inclusive, except in the case of exceptions and holidays, as authorized by the Agency Representative.
- Lawn mowing must be done between 8 a.m. and 4 p.m.
- Lawn mowing must be done between mid-May and mid-October for the following year:
 - o 2022
- The Contractor shall schedule seventeen (17) grass cuts spread out over the whole season.

2.4 TECHNICAL SPECIFICATIONS

- In the APPENDIX, you will find the different areas affected by this statement of work.
- The grass shall be cut when it reaches a maximum height of ten (10) centimetres, unless otherwise specified.
- No visible windrow shall be left on lawn surfaces. Windrows of grass clippings left on site shall be collected and removed from the park immediately.
- Beside the parking lots, the access road and around the workshops, mowing shall be done with a tractor width of approximately 1.5 metres.
- Immediately remove any accumulation of mowed grass from asphalt or concrete areas, areas covered with crushed stone, as well as from flower beds, fallow areas, sidewalks, stairs, etc.
- At each mowing, all mower blades shall be adjusted and sharpened to obtain a clean, sharp cut at the recommended height, and the Contractor shall perform this work in a professional manner, taking care not to damage structures, landscaping, plantings or other vegetation.
- Grass cutting in ditches and embankments shall meet section 2.8, item 1 specifications. The Contractor shall ensure that the bottom of ditches and embankments are properly mowed.
- At each mowing, cut the grass to the specified height at the following locations: near fences, structures, buildings, benches, picnic tables, trees, shrubs, bushes, poles, riprap and any other obstacles on the premises. This grass mowing shall be carried out using a gas-powered trimmer (with nylon string only). Tables and garbage cans will need to be moved and replaced in order to complete the work.

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 Should mowing the lawns hinder visitor movement or cause obstructions of any kind, the Contractor shall temporarily suspend operations or direct them to another area as indicated by the Agency.

- Lawn edges shall be cut vertically and perfectly straight or evenly curved, whichever is appropriate. Lawn edges should be trimmed to within one (1) centimetre of the surface (gravel, concrete, asphalt, etc.).
- Make a border cut less than seven (7) centimetres in diameter around flower beds, fallow areas and young trees.
- At the beginning of each applicable season, the Contractor shall provide for a spring cleanup of the grassy areas including the collection of all litter and a thorough raking to remove dead leaves, tree branches, papers, bottles, etc. All such waste shall be removed from the park at the Contractor's expense.

2.5 ADDITIONAL WORK

- Any claim for additional work not provided for in the contract will be rejected unless such work is authorized in advance by written agreement with the Agency Representative and accompanied by a lump sum price.
- Any defects in the buildings and equipment must be reported immediately to the Agency Representative.

2.6 MONITORING OF SERVICES RENDERED

- A purchase order shall be submitted to the Agency Representative at the end of each lawn care session.
- The PO will allow us to monitor the work done during the season.

2.7 PROTECTION OF THE PUBLIC

- All the work shall be executed in a discreet way, avoiding inconveniences to the public as much as possible.
- The Contractor shall consider the number of visitors who have access to the premises at any given time, and no claim fees will be sent to the Agency resulting from the use of the premises.

2.8 MEETINGS

- A kick-off meeting to start the work will be scheduled, if necessary.
- The selected Contractor shall return the following completed and signed form provided by the Parks Canada Representative before the work begins: Attestation and Proof of Compliance with Occupational Health and Safety (OHS).

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3. APPENDICES

3.1 LOCATION AND SIZE OF AREAS TO BE MOWED

Kilometres	Disco	T	Area to be
(km)	Place	Туре	mowed (m²)
0.2	St-Jean-des-Piles	Sign at entrance	150
0.6	St-Jean-des-Piles	Welcome Centre	2,850
1.0	St-Jean-des-Piles	Kiosk and lampposts	1,100
	Ot loop doe Dilee	Dock leading to the pier near	260
	St-Jean-des-Piles	the entrance	260
	St-Jean-des-Piles	Picnic area and edge of access road to the pier	610
3.5	Baie de la Pêche	Stopover	900
4.2	Mékinac	Stopover	900
5.6	Rivière-à-la-Pêche	Drainage pit	50
5.6	Rivière-à-la-Pêche	Amphitheatre	1,320
5.6	Rivière-à-la-Pèche	RALP Service Centre	390
0.0	Triviore a la 1 come	Picnic area at the entrance	000
	Rivière-à-la-Pêche	to the service pavilion	550
8.0	Lac Bouchard	Picnic area	1,900
	Lac Bouchard	Picnic area near the waterfall	210
14.8	Lac du Fou	Picnic area	500
17.5	Lac Édouard	Picnic area	8,500
25.6	Lac Alphonse	Stopover	400
37.7	Wapizagonke North	Picnic area	2,460
37.7	Wapizagonke North	Amphitheatre	1,110
46.3	Le Vide-Bouteille	Picnic + Lookout	1,025
54.1	Lac Modène	Picnic area	470
58.9	The Esker	Picnic area	3,300
59.9	Shewenegan	Picnic area	25,805
		Edge of parking lot and	
	Shewenagan	around garbage cans	500
-	Mistagance	Amphitheatre	1,310
62.8	St-Mathieu	Welcome Centre	2,790
63.0	St-Mathieu	Sign at entrance	300
St-Paul Road	St-Mathieu	Operation Centre	800
0.0	St-Jean-des-Piles	Residence 3001	1,350
0.2	St-Jean-des-Piles	Residence 3011	1,150
62.8	St-Mathieu-du-Parc	Residence	500
0.370	St-Gérard	Residence	1,800

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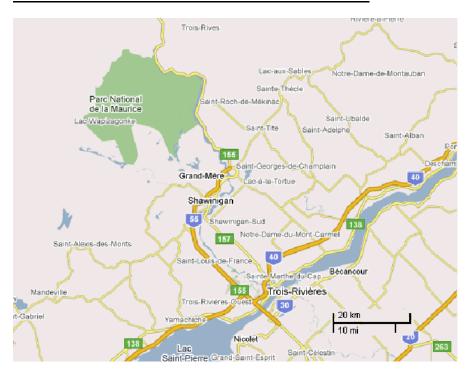
Lorraine Fletcher

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3.2 LOCATION MAP OF LA MAURICIE NATIONAL PARK



3.3. MAP OF LA MAURICIE NATIONAL PARK



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ANNEX B

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BASIS OF PAYMENT

LAWN CARE - LA MAURICIE NATIONAL PARK

- 1. Bidders must submit prices in the format indicated in this Appendix B Basis of Payment, failing which their bid will be deemed non-compliant. Also attach the EXCEL document "Cost Breakdown."
- **2.** Bidders must submit a price, including all fees. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra, where applicable.

INITIAL CONTRACT:	
2022 Season Total amount: The work period is from April 1, 2022 to November 30, 2022.	\$
TOTAL AMOUNT FOR THE FIRST YEAR (taxes not included):	\$
ADDITIONAL YEARS:	
Option Year 1: April 1, 2023–March 31, 2024 2023 Season Total amount: The work period is from April 1, 2023 to November 30, 2023.	\$
Option Year 2: April 1, 2024–March 31, 2025 2024 Season Total amount: The work period is from April 1, 2024 to November 30, 2024.	\$
Option Year 3: April 1, 2025–March 31, 2026 2025 Season Total amount: The work period is from April 1, 2025 to November 30, 2025.	\$
Option Year 4: April 1, 2026–March 31, 2027 2026 Season Total amount: The work period is from April 1, 2026 to November 30, 2026.	\$
TOTAL AMOUNT FOR OPTION YEARS: (Taxes not included)	\$
GRAND TOTAL: (Initial contract and additional years) (Taxes not included)	\$
I agree that the price is for lawn care at LA MAURICIE NATIONAL PA	RK.
Company name:	
Signature	Date

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ANNEX C

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INSURANCE REQUIREMENTS

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.
 - q. 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)
 - 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.

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ANNEX D

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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 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 at and the terms and conditions of the contract.
Name: _	
Signatur	re:
Date:	

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Contracting Authority: Lorraine Fletcher Ver.11.30.21

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ANNEX E TO PART 1 OF THE BID SOLICITATION

SITE VISIT CERTIFICATION I, _____(first and last name), as the representative of (name of business) pursuant to (insert solicitation number), warrant and certify that all personnel that will attend this site visit on the business' behalf are: (a) fully vaccinated against COVID-19; or (b) 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. I certify that all personnel that will attend on behalf of (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the (name of business) has certified to their compliance with this requirement. I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the site visit. I understand that the certifications provided to Canada are subject to verification at all times. Canada reserves the right to request additional information to verify the certifications at all times. I also understand that Canada will declare a bid non-responsive or a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly. Signature:

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

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ANNEX F 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
(insert solicitation number), warrant and certify that
all personnel that
(name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:
(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 Canada; 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 longer 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) has certified to their compliance
with this requirement.
I certify that the information provided is true as of the date indicated below and will continue to be true for 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 certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves 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.

Initials:	

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.

Solicitation No.: Amendment No.: **Contracting Authority:** Ver.11.30.21 5P300-21-0329-A 00

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ANNEX G TO PART 5 OF THE BID SOLICITATION

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'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 Information Bulletin: Required information to submit a bid or offer for additional details.

Supplier Information

Supplier's Legal Name:			
Organizational Structure:	Corporate Entity Privately Owned Corporate Sole Proprietor Partnership	ation	
Supplier's Legal Address:			
City:	Province / Territory:	Postal Code:	
Supplier's Procurement Bu	siness Number (optional):		

List of Names

Name	Title

Solicitation No.: Amendment No.: Contracting Authority: Ver.11.30.21 5P300-21-0329-A Lorraine Fletcher Client Reference No.: Title: 10212305 Lawn Care La Mauricie National Park **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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ANNEX H 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</u> <u>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?

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; number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.