



**RETURN OFFERS TO:**

Parks Canada Agency Bid Receiving Unit  
 National Contracting Services  
 Offer Fax: 1-866-246-6893  
 Offer E-mail Address:  
[soumissionsouest-bidswest@canada.ca](mailto:soumissionsouest-bidswest@canada.ca)

This is the only acceptable email address for responses to the Request for Standing Offers. Offers submitted by email directly to the Standing Offer 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 offer documents will not be accepted.

**REQUEST FOR STANDING OFFERS**

Canada, as represented by the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency, hereby requests a Standing Offer on behalf on the Identified Users herein.

**Comments:**

**Issuing Office:**

Parks Canada Agency  
 National Contracting Services  
 Calgary, AB

<b>Title:</b> Standing Offer – Trades Services – The Canadian Rockies Hot Springs – PSIB Stream	
<b>Solicitation No.:</b> 5P420-21-0138/A	<b>Date:</b> February 28, 2022
<b>Client Reference No.:</b> n/a	
<b>GETS Reference No.:</b> PW-22-00987679	

<b>Solicitation Closes:</b> At: <b>14:00</b> On: <b>March 25, 2022</b>	<b>Time Zone:</b> <b>MDT</b>
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<b>F.O.B.:</b> Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
<b>Address Enquiries to:</b> Andrea McGraw-Alcock	
<b>Telephone No.:</b> 587-436-5908	<b>Fax No.:</b> 1-866-246-6893
<b>Email Address:</b> <a href="mailto:andrea.mcgraw-alcock@pc.gc.ca">andrea.mcgraw-alcock@pc.gc.ca</a>	
<b>Destination of Goods, Services, and Construction:</b> See herein	

**TO BE COMPLETED BY THE OFFEROR**

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

## IMPORTANT NOTICE TO OFFERORS

### COVID-19 Vaccination Requirement for Standing Offers

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 prior to issuance of a Standing Offer will render the offer non-responsive.

### OFFERS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL

### OFFERS RECEIVED IN-PERSON OR BY COURIER MAY NOT BE ACCEPTED.

The only acceptable email address for responses to the Request for Standing Offers (RFSO) is [soumissionsouest-bidswest@canada.ca](mailto:soumissionsouest-bidswest@canada.ca). Offers submitted by email directly to the Standing Offer Authority or to any email address other than [soumissionsouest-bidswest@canada.ca](mailto:soumissionsouest-bidswest@canada.ca) will not be accepted.

The only acceptable facsimile for responses to the RFSO is 1-866-246-6893.

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

The Offeror 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 Offeror should send the offer 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 offer documents will not be accepted. Offers documents must be sent as email attachments.

### Set-Aside Under the Procurement Strategy for Indigenous Business<sup>1</sup>

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). In order to be considered, the Bidder must certify that it qualifies as an Indigenous business as defined under PSIB.

### Security Requirements

There are security requirements associated with the requirements of the Standing Offer. For further instructions consult Part 6 – Security and Insurance Requirements and Part 7A – Standing Offer.

### 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 Standing Offer 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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<sup>1</sup> Procurement Strategy for Indigenous Business (PSIB) replaces Procurement Strategy for Aboriginal Business (PSAB)

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## TABLE OF CONTENTS

<b>PART 1 – GENERAL INFORMATION.....</b>	<b>5</b>
1.1. INTRODUCTION.....	5
1.2. SUMMARY.....	5
1.3. SECURITY REQUIREMENTS.....	6
1.4. DEBRIEFINGS.....	6
<b>PART 2 – OFFEROR INSTRUCTIONS.....</b>	<b>7</b>
2.1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	7
2.2. SUBMISSION OF OFFERS.....	7
2.3. ENQUIRIES – REQUEST FOR STANDING OFFERS.....	8
2.4. APPLICABLE LAWS.....	8
2.5. BID CHALLENGE AND RECOURSE MECHANISMS.....	8
<b>PART 3 – OFFER PREPARATION INSTRUCTIONS.....</b>	<b>9</b>
3.1. OFFER PREPARATION INSTRUCTIONS.....	9
<b>PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>10</b>
4.1. EVALUATION PROCEDURES.....	10
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>11</b>
5.1. CERTIFICATIONS REQUIRED WITH THE OFFER.....	11
5.2. CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	11
<b>PART 6 – SECURITY AND INSURANCE REQUIREMENTS.....</b>	<b>13</b>
6.1. SECURITY REQUIREMENTS.....	13
6.2. INSURANCE REQUIREMENTS – PROOF OF AVAILABILITY – PRIOR TO ISSUANCE OF A STANDING OFFER.....	13
<b>PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES.....</b>	<b>14</b>
<b>A. STANDING OFFER.....</b>	<b>14</b>
7.1. OFFER.....	14
7.2. SECURITY REQUIREMENTS.....	14
7.3. STANDARD CLAUSES AND CONDITIONS.....	14
7.4. TERM OF STANDING OFFER.....	14
7.5. AUTHORITIES.....	15
7.6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	16
7.7. IDENTIFIED USERS.....	16
7.8. CALL-UP PROCEDURES – RIGHT OF FIRST REFUSAL.....	16
7.9. CALL-UP INSTRUMENT.....	18
7.10. LIMITATION OF CALL-UPS.....	18
7.11. FINANCIAL LIMITATION.....	18
7.12. PRIORITY OF DOCUMENTS.....	19
7.13. CERTIFICATIONS AND ADDITIONAL INFORMATION.....	19
7.14. APPLICABLE LAWS.....	19
<b>B. RESULTING CONTRACT CLAUSES.....</b>	<b>20</b>
7.1. STATEMENT OF WORK.....	20
7.2. STANDARD CLAUSES AND CONDITIONS.....	20
7.3. TERM OF CONTRACT.....	20
7.4. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	20
7.5. PAYMENT.....	20
7.6. INVOICING INSTRUCTIONS.....	21
7.7. SACC MANUAL CLAUSES.....	21

7.8.	INSURANCE REQUIREMENTS.....	22
7.9.	INSPECTION AND ACCEPTANCE.....	22
<b>ANNEX A</b>	.....	<b>23</b>
	STATEMENT OF WORK.....	23
<b>ANNEX B</b>	.....	<b>28</b>
	BASIS OF PAYMENT.....	28
<b>ANNEX C</b>	.....	<b>30</b>
	INSURANCE REQUIREMENTS – COMMERCIAL GENERAL LIABILITY INSURANCE.....	30
<b>ANNEX D</b>	.....	<b>31</b>
	ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS).....	31
<b>ANNEX E TO PART 5 OF THE REQUEST FOR STANDING OFFERS</b>	.....	<b>33</b>
	COVID-19 VACCINATION REQUIREMENT CERTIFICATION.....	33
<b>ANNEX F TO PART 5 OF THE REQUEST FOR STANDING OFFERS</b>	.....	<b>35</b>
	SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS.....	35
<b>ANNEX G TO PART 5 OF THE REQUEST FOR STANDING OFFERS</b>	.....	<b>37</b>
	LIST OF NAMES FOR INTEGRITY VERIFICATION FORM.....	37
<b>ANNEX H TO PART 5 OF THE REQUEST FOR STANDING OFFERS</b>	.....	<b>39</b>
	FORMER PUBLIC SERVANT.....	39

## PART 1 – GENERAL INFORMATION

### 1.1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A. Standing Offer, and 7B. Resulting Contract Clauses:
  - 7A. includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B. includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Attestation for Occupational Health and Safety (OHS) and any other annexes.

### 1.2. Summary

#### 1.2.1. The RFSO covers two procurement streams:

- a. **5P420-21-0138/A - PSIB<sup>2</sup> Stream:** Indigenous suppliers as defined under the Procurement Strategy for Indigenous Business (PSIB) that supply on a regional basis. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#) of the Supply Manual.
- b. **5P420-21-0138/B - General Stream:** General stream suppliers supply on a regional basis.

#### 1.2.2. Parks Canada Agency (PCA) is seeking the services of Contractors certified in the province of Alberta and/or British Columbia for provision of General Trades Services at one or more of the following locations:

- Region 1: Banff Upper Hot Springs Pools, 1 Mountain Avenue, Banff, AB.
- Region 2: Miette Hot Springs Pools, #1 Compound Road, Jasper, AB.
- Region 3: Radium Hot Springs Pools, 5420 Hwy 93, Radium Hot Springs, BC

Parks Canada's objective is to provide a safe and enjoyable experience to visitors at the hot springs. To achieve this, we require contractor(s) to provide labour, material, tools, equipment, travel and expertise to

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<sup>2</sup> Procurement Strategy for Indigenous Business (PSIB) replaces Procurement Strategy for Aboriginal Business (PSAB)

complete minor repairs and small projects on an as-and-when required basis for one or more of the following trades:

Electrical  
HVAC (excluding Miette Hot Springs Pools)  
Plumbing

- 1.2.3.** 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 prior to issuance of a Standing Offer will render the offer non-responsive.
- 1.2.4.** This procurement is set aside under the federal government Procurement Strategy for Indigenous Business (PSIB<sup>3</sup>) that supply on a regional basis. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#) of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses.

### **1.3. Security Requirements**

- 1.3.1.** There are security requirements associated with the requirements of the Standing Offer. For additional information, consult Part 6 – Security, Financial and Insurance Requirements and Part 7 – Standing Offer and Resulting Contract Clauses.

### **1.4. Debriefings**

Offerors may request a debriefing on the results of the Request for Standing Offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the Request for Standing Offers process. The debriefing may be in writing, by telephone or in person.

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<sup>3</sup> Procurement Strategy for Indigenous Business (PSIB) replaces Procurement Strategy for Aboriginal Business (PSAB)

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## PART 2 – OFFEROR INSTRUCTIONS

### 2.1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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 [2006](#) incorporated by reference above is deleted in its entirety.

#### 2.1.1. SACC Manual Clauses

[M0019T](#) (2007-05-25) Firm Price and/or Rates

### 2.2. Submission of Offers

Offers must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the Request for Standing Offers (RFSO).

**Offers submitted in-person or by courier may not be accepted.**

The only acceptable facsimile for responses to the RFSO is 1-866-246-6893.

The only acceptable email address for responses to the RFSO is [soumissionsouest-bidswest@canada.ca](mailto:soumissionsouest-bidswest@canada.ca).

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

The Offeror 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 Offeror should send the offer 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 offer documents will not be accepted. Offers documents must be sent as email attachments.

### **2.3. Enquiries – Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

### **2.4. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

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

### **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 [Buy and Sell website](#), under the heading "[Bid Challenge and Recourse Mechanisms](#)" 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.



## **PART 3 – OFFER PREPARATION INSTRUCTIONS**

### **3.1. Offer Preparation Instructions**

The offer must be gathered per section and separated as follows:

Section I: Financial Offer  
Section II: Certifications

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

#### **Section I: Financial Offer**

Offerors must submit their financial bid in accordance with the Basis of Payment at **Annex B**.

##### **3.1.1. Exchange Rate Fluctuation**

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### **Section II: Certifications**

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

## **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1. Financial Evaluation**

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

The total evaluated price for responsive offers will be determined separately for each region and trade per the Basis of Payment at **Annex “B”**.

#### **4.1.2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive.

Up to three (3) responsive offers will be recommended for issuance of a Standing Offer for each region and trade as follows:

Responsive offers will be ranked ascending order with the lowest evaluated price being recommended for the first ranked Standing Offer under each region and trade. Only one Standing Offer, which may cover multiple regions and trades, will be awarded to each successful Offeror.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a Standing Offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1. Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

### 5.2. Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

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

In accordance with the *COVID-19 Vaccination Policy for Supplier Personnel*, the Offeror must provide the COVID-19 Vaccination Requirement Certification at **Annex E to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer, 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. Set-aside for Indigenous Business (PSIB<sup>4</sup>)

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). The Offeror must provide the information requested at **Annex F to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

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<sup>4</sup> Procurement Strategy for Indigenous Business (PSIB) replaces Procurement Strategy for Aboriginal Business (PSAB)

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### 5.2.3. 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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Offeror, regardless of their status under the [Ineligibility and Suspension Policy](#), must provide the information requested at **Annex G to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

### 5.2.4. 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 Offeror must provide the information requested at **Annex H to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

### 5.2.5. Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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 – Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **PART 6 – SECURITY AND INSURANCE REQUIREMENTS**

### **6.1. 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. Offerors 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.

**6.1.1.** Before issuance of a standing offer, the following conditions must be met:

- (a) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A – Standing Offer;
- (b) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

**6.1.2.** Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a Standing Offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.

### **6.2. Insurance Requirements – Proof of Availability – Prior to Issuance of a Standing Offer**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in **Annex C**.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## **PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1. Offer**

7.1.1. The Offeror offers to perform the Work in accordance with the Statement of Work at **Annex A**.

#### **7.2. Security Requirements**

7.2.1. The following security requirements apply and form part of the Standing Offer.

7.2.1.1. 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 protected 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.*

7.2.1.2. 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.

#### **7.3. Standard Clauses and Conditions**

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

##### **7.3.1. General Conditions**

[2005](#) (2017-06-21), General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer.

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.

#### **7.4. Term of Standing Offer**

##### **7.4.1. Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from date of Standing Offer to March 31, 2023 inclusive.

##### **7.4.2. Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) additional one (1) year period(s) being as follows: April 1, 2023 to March 31, 2024 inclusive and April 1, 2024 to March 31, 2025 inclusive under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **7.5. Authorities**

### **7.5.1. Standing Offer Authority**

The Standing Offer Authority is:

**Andrea McGraw-Alcock**

Contracting Officer, National Contracting Services  
Parks Canada Agency  
220 – 4 Avenue S.E., suite 720  
Calgary, AB T2G 4X3

Telephone: (587) 436-5908

Facsimile: 1-866-246-6893

E-mail address: [andrea.mcgraw-alcock@pc.gc.ca](mailto:andrea.mcgraw-alcock@pc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, the Contracting Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### **7.5.2. Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### **7.5.3. Offeror's Representative**

The Offeror's Representative for the Standing Offer is:

**\*\* to be completed by the Offeror \*\***

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

**7.6. Proactive Disclosure of Contracts with Former Public Servants**

\*\*\* [SACC Manual clause A3025C](#) to be inserted at issuance of a Standing Offer, if applicable \*\*\*

**7.7. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Parks Canada Agency – Hot Springs Enterprise Unit.

**7.8. Call-up Procedures – Right of First Refusal**

- 7.8.1.** The Project Authority will determine the region and trade in which services are required and contact the first ranked Standing Offer Holder for that region and trade.
- 7.8.2.** The Project Authority will provide the Offeror with a Statement of Work detailing the work requirements, and identify if the work is non-urgent or urgent, to determine if the requirement can be satisfied by the Offeror. The Standing Offer holder must respond to the Project Authority indicating their acceptance or refusal of the requested work within 24 hours for non-urgent requirements and 4 hours for urgent requirements.
- 7.8.3.** If the Offeror is unable to meet the requirement, or does not respond within the times indicated above, the Project Authority will contact the next ranked Offeror. The Project Authority will continue to proceed as stated above until an Offeror indicates that it can meet the requirement of the call-up. When an Offeror is unable to fulfill the requirement, the Project Authority is required to document the file accordingly.
- 7.8.4.** If the Offeror is able to satisfy the requirements, the Offeror will return a project schedule confirming the personnel that will be made available to Parks Canada during the period of the call-up, and a cost estimate to the Project Authority. All work must be performed in accordance with the requirements of the Statement of



Work at Annex “A”. The cost estimate must be in accordance with the firm prices established under the Basis of Payment at Annex “B”.

- 7.8.5. Once the Project Authority and the Offeror have agreed to the work requirements and the estimated cost, a call-up against the Standing Offer will be awarded.
- 7.8.6. Once a call-up against the Standing Offer is awarded, the Offeror is considered to have entered into contract and must supply Parks Canada with the agreed upon services. The Offeror must not undertake any work until a call-up against the Standing Offer is issued.
- 7.8.7. The Project Authority is responsible for the management of the call-up. Any changes to the call-up must be authorized in writing by the Project Authority. The Offeror must not perform work in excess of or outside the scope of the call-up based on verbal or written requests or instructions from anybody other than the Project Authority.

<b>Region 1 – Banff Upper Hot Springs Pools, Banff National Park</b>	
<b>Electrical</b>	
First Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Second Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Third Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
<b>HVAC</b>	
First Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Second Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Third Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
<b>Plumbing</b>	
First Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Second Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Third Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***

<b>Region 2 – Miette Hot Springs Pools, Jasper National Park</b>	
<b>Electrical</b>	
First Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Second Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Third Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
<b>Plumbing</b>	
First Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Second Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Third Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***

<b>Region 3 – Radium Hot Springs Pools, Kootenay National Park</b>	
<b>Electrical</b>	
First Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Second Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Third Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
<b>HVAC</b>	
First Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Second Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Third Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
<b>Plumbing</b>	
First Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Second Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***
Third Ranked Standing Offer Holder	*** To be inserted at Standing Offer award ***

**7.9. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified below.

**7.9.1.** Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

**7.9.2.** An equivalent form or electronic call-up document (Form 942) which contains at a minimum the following information:

- (a) Standing Offer number;
- (b) Statement that incorporates the terms and conditions of the Standing Offer;
- (c) Description and unit price for each line item;
- (d) Total value of the call-up;
- (e) Point of delivery;
- (f) Confirmation that funds are available under section 32 of the Financial Administration Act;
- (g) Confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

**7.10. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed **\$ 25,000.00**, Applicable Taxes included.

**7.11. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ 144,000.00 (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or one (1) month before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.12. 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 call up against the Standing Offer, including any annexes;
- (b) The articles of the Standing Offer;
- (c) The general conditions [2005](#) (2017-06-21), General Conditions – Standing Offers – Goods or Services;
- (d) The general conditions [2010C](#) (2021-12-02), General Conditions - Services (Medium Complexity);
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Insurance Requirements;
- (h) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (i) The Offeror's offer dated **\*\*\* to be inserted at issuance of a Standing Offer \*\*\***.

## 7.13. Certifications and Additional Information

### 7.13.1. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 7.13.2. COVID-19 Vaccination Requirement Certification Compliance – Standing Offers

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

## 7.14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **\*\*\* to be inserted at issuance of a Standing Offer \*\*\***.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **7.1. Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **7.2. Standard Clauses and Conditions**

#### **7.2.1. General Conditions**

[2010C](#) (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.

#### **7.2.2. Supplemental General Conditions**

##### **7.2.2.1. 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.

### **7.3. Term of Contract**

#### **7.3.1. Period of the Contract**

The period of the contract will be based on the call-up against the Standing Offer.

### **7.4. Proactive Disclosure of Contracts with Former Public Servants**

\*\*\* [SACC Manual](#) clause A3025C to be inserted at issuance of a standing offer, if applicable \*\*\*

### **7.5. Payment**

#### **7.5.1. Basis of payment: Cost reimbursable – Limitation of expenditure**

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in **Annex B**, to a limitation of expenditure of \$ \*\*\* [To be identified in the call-up against the Standing Offer](#) \*\*\*. Customs duties are included and Applicable Taxes are extra.

#### **7.5.2. Limitation of Expenditure**

**7.5.2.1.** Canada's total liability to the Contractor under the Contract must not exceed \$ \*\*\* [To be identified in the call-up against the Standing Offer](#) \*\*\*. Customs duties are included and Applicable Taxes are extra.

**7.5.2.2.** 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.

**7.5.2.3.** 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.

### **7.5.3. Single Payment**

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

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

### **7.6. Invoicing Instructions**

**7.6.1.** 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 be supported by:

- a) a copy of time sheets to support the time claimed; and
- b) a copy of the invoices, receipts, vouchers for all materials, components and products.

**7.6.2.** Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown in the call-up for certification and payment.

### **7.7. SACC Manual Clauses**

- [A9068C](#) (2010-01-11) Government Site Regulations
- [A1009C](#) (2008-05-12) Work Site Access
- [B6802C](#) (2007-11-30) Government Property
- [B9028C](#) (2007-05-25) Access to Facilities and Equipment
- [B1501C](#) (2018-06-21) Electrical Equipment
- [C0710C](#) (2007-11-30) Time and Contract Price Verification

## 7.8. 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.

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

## **ANNEX A**

### **STATEMENT OF WORK**

#### **Standing Offer Agreement Canadian Rockies Hot Springs Enterprise Unit**

#### **1.0 OBJECTIVE**

Parks Canada is seeking the services of Contractors certified in the province of Alberta and/or British Columbia for provision of General Trades Services at one or more of the following locations:

- Banff Upper Hot Springs Pools, 1 Mountain Avenue, Banff, AB.
- Miette Hot Springs Pools, #1 Compound Road, Jasper, AB.
- Radium Hot Springs Pools, 5420 Hwy 93, Radium Hot Springs, BC.

The goal of this process is to create a standing offer with a ranked list of local contractors that are available to perform plumbing and/or electrical and/or HVAC services at one or more of the hot springs facilities.

#### **2.0 BACKGROUND**

The Hot Springs Enterprise Unit manages and operates three (3) hot springs facilities. The Banff Upper Hot Springs in Banff National Park, the Miette Hot Springs in Jasper National Park and the Radium Hot Springs in Kootenay National Park. The hot springs regularly contracts with local trades to complete minor repairs and small projects.

#### **3.0 REFERENCE STANDARDS**

National Building Code, National Fire Code, Canadian Electrical Code, Canadian Plumbing Code, Canada Labour Code, Canada Occupational Safety and health Regulations, Workplace Hazardous Materials Information System (WHIMIS), Workers Compensation Board and all other applicable Federal, Provincial and Municipal codes pertaining to trades involved in the work.

In the event of conflict between any provisions in the above authorities, the most stringent provision must apply.

#### **4.0 REQUIREMENT**

##### **4.1 SCOPE OF WORK**

Parks Canada's objective is to provide a safe and enjoyable experience to visitors at the Hot springs. To achieve this, we require contractor(s) to provide labour, material, tools, equipment, travel and expertise to complete minor repairs and small projects on an as-and-when required basis for one or more of the Hot Springs facilities.

##### **4.2 TASKS**

The Contractor must supply all labour, materials, tools, equipment, transportation and supervision necessary to provide some or all building repairs and small project trade services at one or more of the hot springs facilities for one or more of the following trades:

- 4.2.1 Electrical
- 4.2.2 HVAC
- 4.2.3 Plumbing

### **4.3 RESPONSIBILITIES OF CONTRACTOR**

- 4.3.1 The Contractor must ensure all work meets the prescribed standards identified herein.
- 4.3.2 The Contractor is responsible for arranging and undertaking all services necessary to complete each call-up.
- 4.3.3 The Contractor is responsible for ascertaining the availability of all information from Parks Canada Agency (PCA) Project Authority prior to the start of the project and for determining the procedures to be followed throughout the course of the project as well as other requirements.
- 4.3.4 The Contractor must maintain direct communication with the PCA Project Authority. All correspondence and communications must be addressed to the PCA Project Authority.
- 4.3.5 The outline of deliverables and process, as presented in the Statement of Work provided at the time of call-up request, are intended as a general outline only. It is not exhaustive and does not preclude alternative or supplementary approaches as suggested by the Contractor for consideration by the PCA Project Authority.
- 4.3.6 The Contractor must prevent accumulation of wastes which create hazardous conditions. The Contractor must not dispose of volatile waste liquids in storm or sanitary drains; store volatile wastes in covered metal containers. Any such waste must be removed from premises daily. The Contractor must provide adequate ventilation during use of volatile or noxious substances.

### **4.4 GENERAL**

Prior to commencement of the work, the Contractor must provide the following:

- 4.4.1 Proof of WHMIS training.
- 4.4.2 Proof of WCB coverage for itself, its employees and subcontractors.
- 4.4.3 Safety plan, including accident reporting system and emergency response plan.
- 4.4.4 List of hazardous materials being brought on-site as well as their MSDS sheet(s).
- 4.4.5 Security clearances for all employees expected to be on-site.

### **4.5 CONTRACTOR TEAM**

The Contractor is responsible for coordinating and directing all contractor and sub-contractor team activities. The Contractor team must be comprised of qualified professional and technical expertise with extensive relevant experience and must be capable of providing the general services identified in this requirement.

### **4.6 STANDARD OF CARE**

The Contractor must demonstrate that the project is undertaken utilizing best practices of the trades involved and must meet or exceed the requirements of all applicable standards and codes.

The Contractor must provide sufficient personnel and supervision to ensure that schedules of work are completed.

### **4.7 ERRORS AND OMISSIONS**

No fee payment will be made by Parks Canada Agency based on the cost of work incurred to remedy errors or omissions, for which the Contractor is responsible.

### **4.8 MATERIALS**

Materials must be new unless otherwise specified and must meet design criteria. The Contractor must comply with manufacturer's latest printed instructions for materials and installation methods. Materials and equipment must be CSA certified.

### **4.9 CHANGES IN SERVICES**

The Contractor, if requested in writing to do so, must make any required changes in the work for the project not withstanding his or her previous approval and advise the PCA Project Authority of any changes to the time,



schedule, budget and other implications. The Contractor must provide an estimated cost for the required changes to the PCA Project Authority.

#### **4.10 SECURITY**

All of the contractor's staff must provide proof of security clearance prior to site access.

#### **4.10 USE OF SITE**

- 4.10.1 Movements around the site must be subject to any restrictions imposed by the PCA Project Authority or their designate. The Contractor will not unreasonably encumber the site with materials and equipment.
- 4.10.2 Parks Canada will provide free of charge, the use of existing electrical power and water for construction purposes.
- 4.10.3 All Parks Canada property and equipment must be properly protected. Any damage caused by the Contractor must be repaired at its expense.
- 4.10.4 The Contractor must remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight exposed interior and exterior surface resultant from work under this standing offer. The Contractor must remove and dispose of off-site all debris and waste. At no time is the Contractor to use a Parks Canada dumpster on site.
- 4.10.5 Parks Canada is not responsible for any damage to the Contractor's supplies, materials or equipment neither in the building nor for the Contractor's employees personal belongings brought onto the site.
- 4.10.6 Smoking is prohibited inside Parks Canada Buildings.

#### **4.12 RISK MANAGEMENT**

The Contractor must perform work with adequate safety personnel to monitor public safety and mitigate risk to assets.

#### **4.13 CONSTRAINTS**

- 4.13.1 The Standing Offer holder must respond to the PCA Project Authority indicating their acceptance or refusal of the requested work within four (4) hours for urgent work and 24 hours for non-urgent work requirements.
- 4.13.2 Urgent Work
  - The Contractor must be on site and ready to commence the work within 48 hours of acceptance of a call-up against the standing offer. Travel time to the facility must be under 2 hours per request.
  - Urgent work is defined as work required to keep the facility operational and open to the public.
- 4.13.3 Non-Urgent Work
  - The Contractor must be on site and ready to commence the work within one week of acceptance of call-up against the standing offer. Travel time to the facility must be under 2 hours per request.
- 4.13.4 National Parks Regulations require that all work must be performed in accordance with the ordinances, laws, rules and regulations set out in the National Park Act.
- 4.13.5 The Contractor and its sub-contractor(s) must obtain a business license from the Parks Canada Administration Office, prior to commencement of the work.
- 4.13.6 The Contractor and its sub-contractor(s) must comply with all laws and government regulations applicable to work under this standing offer.
- 4.13.7 The Contractor and sub-contractor(s) business and private vehicles are required to obtain a vehicle work pass from Parks Canada. These passes are obtained free of charge at the Parks Canada Administration office with proof of business license.
- 4.13.8 The Contractor is responsible to ensure all sub-contractors comply with the National Park Regulations in addition to the conditions of the standing offer.

#### **5.0 HEALTH AND SAFETY**

- 5.1 The Contractor is required to perform a site specific safety hazard assessment and provide a site specific health and safety plan related to the project.

- 5.2 The Contractor is responsible for the health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they are affected by conduct of work.
- 5.3 The Contractor must report all accidents to the PCA Project Authority immediately.
- 5.4 The Contractor must comply with and enforce compliance by employees and sub-contractors with safety requirements of standing offer, applicable federal, provincial, territorial and local statues, regulations and ordinances and with site-specific Health and Safety Plan.
- 5.5 The Contractor must comply with Occupational Health and Safety Regulations, General Safety Regulation, Province of Alberta.
- 5.6 The Contractor must comply with Canada Labour Code, Canada Occupational Safety and Health Regulations.
- 5.7 The Contractor must comply with the requirements of WHMIS regarding the use, handling, storage and disposal of hazardous materials as well as the labelling and provision of Material Safety Data Sheets.
- 5.8 When unforeseen or peculiar safety-related factor, hazard, or condition occur during performance of work, the Contractor must follow procedures in place for an Employee's Right to refuse work in accordance with Acts and Regulations of Alberta and/or British Columbia and advise PCA Project Authority verbally and in writing.
- 5.9 The Contractor must ensure applicable items, articles, notices and orders are posted in a conspicuous location on-site in accordance with Acts and Regulations of Province of Alberta and/or British Columbia, and in consultation with the PCA Project Authority.
- 5.10 The Contractor must immediately address health and safety non-compliance issues identified by the authority having jurisdiction or by the PCA Project Authority and provide the PCA Project Authority with a written report of action taken to correct non-compliance of health and safety issues identified. The PCA Project Authority must stop work if non-compliance of health and safety regulations is not corrected.
- 5.11 The Contractor must give precedence to the safety and health of the public and site personnel, and protection of the environment over cost and schedule considerations for work.

## **6.0 ENVIRONMENTAL IMPACTS**

The work must be completed in a manner to minimize visual impact and discharges into the environment, whether the receptor is soil, air or water.

The Contractor must be prepared for hydrocarbon spills caused by their work and have all necessary items on site to mitigate any such spills.

The Contractor must make every attempt to protect vegetation and soils. Where possible, the Contractor must work on surfaces with low slopes and employ the use of low impact equipment.

## **7.0 STANDARDS, GUIDELINES, CODES, BY-LAWS, PERMITS**

The following apply to the activities in connection with this standing offer:

- 7.10.1 Canada National Park Act and Regulations
- 7.10.2 Most recent CSA standards
- 7.10.3 Local Provincial and Municipal Codes, Standards and Regulations accepted as having jurisdiction in the National Parks where work is being performed and for which the requirements are more stringent than those named above, must be followed.

## **8.0 PROJECT ADMINISTRATION REQUIREMENTS**

### **8.1 PROJECT MANAGEMENT**

The PCA Project Authority is responsible for the following:

- 8.1.1 Facilitates a call-up between the Offeror and Parks Canada;
- 8.1.2 Will perform general Project Management duties, as required;
- 8.1.3 Arrange meetings as required throughout the duration of the project, for all members of the project team, including representatives from Parks Canada and the Contractor. Meetings will normally be held on-site.

The Contractor must:

- 8.1.4 Attend meetings throughout the duration of the project;
- 8.1.5 Answer any questions as required;
- 8.1.6 Advise Parks Canada when work is nearing completion so that final site inspection can be arranged prior to invoices being issued; and
- 8.1.7 Advise Parks Canada in writing of outstanding information needed to proceed with the work.

## **8.2 LINES OF COMMUNICATION**

All formal directions regarding project scope, budget, schedule, etc. must come from the designated Parks Canada Project Authority, in writing.

## **8.3 MEDIA**

The Contractor must not respond to requests for project related information or questions from the media. All media related inquiries are to be directed to the PCA Project Authority.

## ANNEX B

### BASIS OF PAYMENT

**\*\* to be completed by the Offeror \*\***

#### Financial Offer Submission Requirements

- (a) The Offeror must submit their financial offer in accordance with the Basis of Payment.
- (b) The Offeror must provide pricing for all items listed under the region and trade of interest for years one, two and three of a resulting Standing Offer. The Offeror is not required to provide pricing for all regions and trades.

The regions are as follows:

- Region 1: Banff Upper Hot Springs Pools, Banff National Park
- Region 2: Miette Hot Springs Pools, Jasper National Park
- Region 3: Radium Hot Springs Pools, Kootenay National Park

- (c) All prices are in Canadian dollars, FOB destination
- (d) Customs duties are included and Applicable Taxes are extra.

#### FIRM HOURLY RATES

##### 1. Firm Hourly Rates for Services

###### 1.1 Rate 1: Firm Hourly Regular Rate

This rate includes the provision of the labour of the specified trade when the work has been performed for eight (8) hours or less per day, exclusive of meal breaks. The rate is inclusive of but not limited to all extra charges, such as off hour premiums, supplies, safety equipment, meals, and incidentals, with the exception of mobilization/demobilization (please see 2. Rate of Pay Specifications below).

###### 1.2 Rate 2: Firm Hourly Rate for Work in Excess of 8 Hours & Urgent Work

This rate includes the provision of the labour of the specified trade when the work has been performed in excess of eight (8) hours per day as well as all Urgent Work, as defined by the PCA Project Authority, exclusive of meal breaks. The rate is inclusive of but not limited to all extra charges, such as off hour premiums, supplies, safety equipment, meals, and incidentals, with the exception of mobilization/demobilization (please see 2. Rate of Pay Specifications below).

###### 1.3 Rate 3: Firm Hourly Weekend and Statutory Holiday Rate

This rate includes the provision of the labour of the specified trade when the work has been performed on weekends or statutory holidays. The rate is inclusive of but not limited to all extra charges, such as off hour premiums, supplies, safety equipment, meals, and incidentals, with the exception of mobilization/demobilization (please see 2. Rate of Pay Specifications below).

## 2. Rate of Pay Specifications

### 2.1 Mobilization/Demobilization Rate

No mileage rate or fuel costs will be paid. The mobilization/demobilization rate is to reflect all round trip costs inclusive but not limited to travel time, fuel and mileage from the time the Contractor leaves the Contractor's place of business until the Contractor arrives on site and vice versa. The hourly rate of pay will be applied from the time the Contractor arrives on site until the Contractor leaves the site.

2.2 The Contractor will not be able to submit any charges beyond the established rates in Annex "B".

## MATERIALS, COMPONENTS AND PRODUCTS

The provision of all materials, components and products as required to perform the Work in accordance with Annex "A" – Statement of Work will be supplied at cost plus. All materials, components and products provided by the Contractor are on an "As Required" basis and must be pre-approved by the Parks Canada Agency Project Authority.

## TRADE BY REGION

The Standing Offer will be subdivided by region and trade as follows:

### **ANNEX B.1: REGION #1: Banff Upper Hot Springs Pools, Banff National Park**

B.1.A Banff UHSP Electrical Rates  
(included under a separate attachment PSIB\_Annex B.1.A\_Banff Electrical Rates.PDF)

B.1.B Banff UHSP HVAC Rates  
(included under a separate attachment PSIB\_Annex B.1.B\_Banff HVAC Rates.PDF)

B.1.C Banff UHSP Plumbing Rates  
(included under a separate attachment PSIB\_Annex B.1.C\_Banff Plumbing Rates.PDF)

### **ANNEX B.2: REGION #2 - Miette Hot Springs Pools, Jasper National Park**

B.2.A Miette HSP Electrical Rates  
(included under a separate attachment PSIB\_Annex B.2.A\_Miette Electrical Rates.PDF)

B.2.B Miette HSP Plumbing Rates  
(included under a separate attachment PSIB\_Annex B.2.B\_Miette Plumbing Rates.PDF)

### **ANNEX B.3: REGION #3 - Radium Hot Springs Pools, Kootenay National Park**

B.3.A Radium HSP Electrical Rates  
(included under a separate attachment PSIB\_Annex B.3.A\_Radium Electrical Rates.PDF)

B.3.B Radium HSP HVAC Rates  
(included under a separate attachment PSIB\_Annex B.3.B\_Radium HVAC Rates.PDF)

B.3.C Radium HSP Plumbing Rates  
(included under a separate attachment PSIB\_Annex B.3.C\_Radium Plumbing Rates.PDF)

## ANNEX C

### INSURANCE REQUIREMENTS – 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.

**ANNEX D**

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

\*\*\* to be completed after call-up 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.

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

**Location of Work**

**General Description of Work to be Completed**

**Mark “Yes” where applicable.**

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

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

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**ANNEX E TO PART 5 OF THE REQUEST FOR STANDING OFFERS**

**COVID-19 VACCINATION REQUIREMENT CERTIFICATION**

**\*\* to be completed by the Offeror \*\***

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 call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers 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 *Canadian Human Rights Act*, 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*) 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 Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during period of the Standing Offer or call-up (contract). 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 Standing Offer and call-up (contract).

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Solicitation No.:**  
5P420-21-0138/A

**Amendment No.:**  
00

**Contracting Authority:**  
Andrea McGraw-Alcock

Ver.11.30.21

**Client Reference No.:**  
PW-22-00987679

**Title:**  
Standing Offer – Trades Services – The Canadian Rockies Hot Springs – PSIB Stream

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**Optional**

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 any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.

## ANNEX F TO PART 5 OF THE REQUEST FOR STANDING OFFERS

### SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

**\*\* to be completed by the Offeror \*\***

#### 1. Set-aside for Aboriginal Business

- 1.1 This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.
- 1.2 The Offeror:
- i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
  - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- 1.3 The Offeror must check the applicable box below:
- i.  The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii.  The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
- 1.4 The Offeror must check the applicable box below:
- i.  The Aboriginal business has fewer than six full-time employees.  
**OR**
  - ii.  The Aboriginal business has six or more full-time employees.
- 1.5 The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
- 1.6 By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

## 2. Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-Aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

**ANNEX G TO PART 5 OF THE REQUEST FOR STANDING OFFERS**

**LIST OF NAMES FOR INTEGRITY VERIFICATION FORM**

**\*\* to be completed by the Offeror \*\***

**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**

<b>Supplier’s Legal Name:</b>		
<b>Organizational Structure:</b> <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Privately Owned Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership		
<b>Supplier’s Legal Address:</b>		
<b>City:</b>	<b>Province / Territory:</b>	<b>Postal Code:</b>
<b>Supplier’s Procurement Business Number (optional):</b>		

**List of Names**

Name	Title

Solicitation No.:  
5P420-21-0138/A

Amendment No.:  
00

Contracting Authority:  
Andrea McGraw-Alcock

Ver.11.30.21

Client Reference No.:  
PW-22-00987679

Title:  
Standing Offer – Trades Services – The Canadian Rockies Hot Springs – PSIB Stream

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**Declaration**

I, \_\_\_\_\_, *(name)*

\_\_\_\_\_, *(position)* of

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

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ANNEX H TO PART 5 OF THE REQUEST FOR STANDING OFFERS**

**FORMER PUBLIC SERVANT**

**\*\* to be completed by the Offeror \*\***

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

**Definitions**

For the purposes of this clause,

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

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

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

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

**Former Public Servant in Receipt of a Pension**

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

If so, the Offeror 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, Offerors agree that the successful Offeror’s status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? <b>Yes ( ) No ( )</b>
--

If so, the Offeror 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.