

RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit National Contracting Services Bid Fax: 1-866-246-6893 Bid E-mail Address:

soumissionsouest-bidswest@canada.ca

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

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

Solicitati At: 14:00 On: May

RE(QU	ES	ΓF	OR
PR	OP	OS	AL	

Proposal to: Parks Canada Agency

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the goods, services and construction listed herein or on any attached sheets at the price(s) set out therefor.

Comments:

This bid solicitation cancels and supersedes previous bid solicitation number 5P420-21-0019/A dated June 11, 2021 with a closing of July 15, 2021 at 14:00 MDT. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

Issuing Office:

Parks Canada Agency National Contracting Services Calgary, AB

Title: Line Painting and Pavement Marking Services – Jasper National Park, AB					
Solicitation No.: Date: 5P420-21-0019/B April 21, 2022					
Client Reference No.:					
GETS Reference No.: PW-22-00992861					

On: May 17, 2022			MDT
F.O.B.:			
Plant: □	Destination: ⊠	Other: □	

Time Zone:

Telephone No.: Fax No.: 1-866-246-6893

Email Address:

Solicitation Closes:

Address Enquiries to: Andrea McGraw-Alcock

andrea.mcgraw-alcock@pc.gc.ca

Destination of Goods, Services, and Construction:Jasper National Park, AB

TO BE COMPLETED BY THE BIDDER

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



Client Reference No.: PW-22-00992861

Title

Line Painting and Pavement Marking Services – Jasper National Park, AB

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.

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 soumissionsouest-bidswest@canada.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsouest-bidswest@canada.ca will not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

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.

Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 5P420-21-0019/A dated June 11, 2021 with a closing of July 15, 2021 at 14:00 MDT. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

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

Solicitation No.: 5P420-21-0019/B

Amendment No.: 00

Contracting Authority: Andrea McGraw-Alcock

Client Reference No.: PW-22-00992861

Title: Line Painting and Pavement Marking Services – Jasper National Park, AB

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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**

There is no security requirement associated with the bid solicitation.

1.3. Statement of Work

The requirement is detailed under **Article 6.3** of the resulting contract clauses.

1.4. **Debriefings**

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

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PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

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

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

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

2.1.1. SACC Manual Clauses

SACC Manual clause <u>B3000T</u> (2006-06-16), Equivalent Products

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 1-866-246-6893.

The only acceptable email address for responses to bid solicitations is soumissionsouest-bidswest@canada.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 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

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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 Alberta.

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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PW-22-00992861

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Andrea McGraw-Alcock

Client Reference No.:

Title:

Line Painting and Pavement Marking Services – Jasper National Park, AB

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.

3.1.1. Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06), Exchange Rate Fluctuation

Section II: 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:

Item No.	Evaluation Criteria		Not Met	Remarks/ Notes
		To Be Completed by Evaluation Team		
Α.	The Bidder must submit specifications for the paint and glass beads proposed for the work and provide supporting information on how it meets the standard required under Annex A – Statement of Work. The products submitted must at minimum meet the following criteria Fast dry, low VOC, solvent based traffic paint: ENNIS 986061 white or equivalent Fast dry, low VOC, solvent based traffic paint: ENNIS 986063 yellow or equivalent Glass beads as per section 3.3 of Annex A For alternate products the Bidder must: Designate the brand name, model and/or part number of the substitute product; State that the substitute product is fully interchangeable with the item specified; Provide complete specifications and descriptive literature for each substitute product; Provide compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; Clearly identify those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria; Provide literature and testing results showing the durability of the proposed paint substitute meets or exceeds the durability of the Specified product; and Show that the product it is on the Alberta Transport approved list.	□ Met	□ Not Met	

Note:

- 1. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - the bid fails to provide all the information requested to allow the Parks Canada to fully evaluate the equivalency
 of each substitute product; or
 - the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

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2. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

4.1.2. Financial Evaluation

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

4.1.3. Basis of Selection - Mandatory Technical Criteria

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

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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 <u>Ineligibility and Suspension Policy</u> (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.

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.

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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-contractorprogram.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.

6.3.1. Task Authorization Process

6.3.1.1. Task Authorization:

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

6.3.1.2. Task Authorization Process:

- **6.3.1.2.1.** The Project Authority will provide the Contractor with a description of the work using the "<u>Task Authorization</u>" form specified in **Annex E**.
- 6.3.1.2.2 The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
- **6.3.1.2.3.** The Contractor must provide the Project Authority, within seven (7) calendar days of its receipt, the proposed total estimated cost for performing the work and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 6.3.1.2.4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.3.2. Canada's Obligation - Minimum Work Guarantee - All the Work - Task Authorizations

6.3.2.1. In this clause,

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

"Minimum Contract Value" means \$45,000.00 per active year of the contract (applicable taxes excluded):

- Contract Year: date of Contract to January 31, 2023 = \$45,000.00
- Option Year 1: February 1, 2023 to January 31, 2024 inclusive = \$45,000.00 (if exercised)
- Option Year 2: February 1, 2024 to January 31, 2025 inclusive = \$45,000.00 (if exercised)
- 6.3.2.2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 6.3.2.3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work

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performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- 6.3.2.3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- **6.3.2.4.** Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.4. 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

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.

6.4.1.1. 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.

6.5. Term of Contract

6.5.1. Period of the Contract

The period of the Contract is from date of Contract to January 31, 2023 inclusive.

6.5.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) from **February 1**, **2023 to January 31**, **2024 inclusive**, and **February 1**, **2024 to January 31**, **2025 inclusive** 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 before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.6. Authorities

6.6.1. Contracting Authority

The Contracting Authority for the Contract is:

Andrea McGraw-Alcock Contracting Officer, National Contracting Services Parks Canada Agency Calgary, AB

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Telephone: (587) 436-5908 Facsimile: 1-866-246-6893

E-mail address: andrea.mcgraw-alcock@pc.qc.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:

** to be completed by the Bidder **

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

6.7. Proactive Disclosure of Contracts with Former Public Servants

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

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6.8. Payment

6.8.1. Basis of Payment: Firm Unit Price(s) or Firm Lot Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in **Annex B**, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.8.2. Basis of Payment: Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at **Annex B**.

Canada's liability to the Contractor under the authorized task authorization must not exceed the **limitation of expenditure specified in the authorized task authorization**. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.8.3. Limitation of Expenditure – Cumulative Total of All Task Authorizations

- 6.8.3.1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs) must not exceed the sum of *** to be inserted at contract award ***. Customs duties are included and Applicable Taxes are extra.
- **6.8.3.2.** No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- **6.8.3.3.** 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

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

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6.8.4. Progress Payments

- **6.8.4.1.** Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 80 percent of the amount claimed and approved by Canada if:
 - an accurate and complete claim for payment using form <u>PWGSC-TPSGC 1111</u>, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed 80 percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
- 6.8.4.2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- 6.8.4.3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.
- 6.9. Invoicing Instructions Progress Payment Claim Supporting Documentation required
- **6.9.1.** The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

Each claim must be supported by:

- a. A copy of the release document and any other documents as specified in the Contract; and
- b. A copy of the Task Authorization.
- **6.9.2.** Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
- **6.9.3.** The Contractor must prepare and certify the claim on form PWGSC-TPSGC 1111, and forward it electronically to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the claim to the Payment Office for the remaining certification and payment action.

6.9.4. The Contractor must not submit claims until all work identified in the claim is completed.

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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) Annex E, Task Authorization Form; and
- (h) The Contractor's bid dated *** to be inserted at contract award ***.

6.13. SACC Manual Clauses

A1009C (2008-05-12), Work Site Access

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

B6802C (2007-11-30), Government Property

B9028C (2007-05-25), Access to Facilities and Equipment

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.

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6.15. Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.16. Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as described at **Annex** A, Statement of Work of the Contract up to an additional \$100,000.00 (applicable taxes excluded) under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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ANNEX A

STATEMENT OF WORK

The Statement of Work is included under separate attachment (21-0019-Annex A-Statement of Work.pdf).

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Line Painting and Pavement Marking Services – Jasper National Park, AB

ANNEX B

BASIS OF PAYMENT

** to be completed by the Bidder **

Financial Bid Submission Requirements

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (c) The Bidder must submit prices for all items listed in the Basis of Payment.
- (d) All prices are in Canadian dollars, FOB destination
- (e) Customs duties are included and Applicable Taxes are extra.
- (f) Total Evaluated Bid Price Calculation: For the purposes of evaluation, the evaluated bid price will be comprised of the **combined sums** of Schedules **A through C**.

1. Firm Unit Price(s) - Contract

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds <u>for all costs</u>, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Note: Payment will be made at the unit price bid. Payment will be full compensation for mobilization, demobilization, traffic accommodation, inspecting the areas to be painted, sweeping and cleaning the pavement surface, supplying templates, supplying and applying the paint and glass beads, and all labour, materials, equipment, tools, incidentals, and all other payment and measurement conditions per the Statement of Work at Annex A necessary to complete the Work. All costs must be included in unit prices for each bid item and no additional or separate payment will be made.

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Line Painting and Pavement Marking Services – Jasper National Park, AB

Ver.02.09.2022

A. Schedule A) Contract Year: Date of Contract through January 31, 2023 inclusive

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
A.1	Roadway lines – Supplying paint and painting – directional dividing, edge and lane dividing – as per 3.4 of Annex A – Statement of Work	km	0.3	\$	\$
A.2	Parking Lots - Supplying Paint and Painting – as per 3.5 of Annex A – Statement of Work	metre	2 900	\$	\$
A.3	Painting of Concrete Curbs – as per 3.6 of Annex A – Statement of Work	metre	20	\$	\$
A.4	Painted Pavement Message - Gore/Hatched Area – as per 3.5 of Annex A – Statement of Work	metre	750	\$	\$
A.5	Painted Pavement Message - Arrow (Single, Double, Merge) – as per 3.5 of Annex A – Statement of Work	message	50	\$	\$
A.6	Painted Pavement Message - Stop Bar – as per 3.5 of Annex A – Statement of Work	message	30	\$	\$
A.7	Painted Pavement Message - Zebra Crosswalk – as per 3.5 of Annex A – Statement of Work	metre	115	\$	\$
A.8	Painted Pavement Message - Accessible Parking Symbol or other Special Marking – as per 3.5 of Annex A – Statement of Work	message	15	\$	\$
A	COMBINED E SCHEDULE A) CON	\$			

Client Reference No.: PW-22-00992861 Title:

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B. Schedule B) Option Year 1: February 1, 2023 through January 31, 2024 inclusive

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
B.1	Roadway lines – Supplying paint and painting – directional dividing, edge and lane dividing – as per 3.4 of Annex A – Statement of Work	km	0.3	\$	\$
B.2	Parking Lots - Supplying Paint and Painting – as per 3.5 of Annex A – Statement of Work	metre	2 900	\$	\$
B.3	Painting of Concrete Curbs – as per 3.6 of Annex A – Statement of Work	metre	20	\$	\$
B.4	Painted Pavement Message - Gore/Hatched Area – as per 3.5 of Annex A – Statement of Work	metre	750	\$	\$
B.5	Painted Pavement Message - Arrow (Single, Double, Merge) – as per 3.5 of Annex A – Statement of Work	message	50	\$	\$
B.6	Painted Pavement Message - Stop Bar – as per 3.5 of Annex A – Statement of Work	message	30	\$	\$
B.7	Painted Pavement Message - Zebra Crosswalk – as per 3.5 of Annex A – Statement of Work	metre	115	\$	\$
B.8	Painted Pavement Message - Accessible Parking Symbol or other Special Marking – as per 3.5 of Annex A – Statement of Work	message	15	\$	\$
В	COMBINED E SCHEDULE B)	\$			

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C. Schedule C) Option Year 2: February 1, 2024 through January 31, 2025

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
C.1	Roadway lines – Supplying paint and painting – directional dividing, edge and lane dividing – as per 3.4 of Annex A – Statement of Work	km	0.3	\$	<i>⇔</i>
C.2	Parking Lots - Supplying Paint and Painting – as per 3.5 of Annex A – Statement of Work	metre	2 900	\$	\$
C.3	Painting of Concrete Curbs – as per 3.6 of Annex A – Statement of Work	metre	20	\$	\$
C.4	Painted Pavement Message - Gore/Hatched Area – as per 3.5 of Annex A – Statement of Work	metre	750	\$	\$
C.5	Painted Pavement Message - Arrow (Single, Double, Merge) – as per 3.5 of Annex A – Statement of Work	message	50	\$	\$
C.6	Painted Pavement Message - Stop Bar – as per 3.5 of Annex A – Statement of Work	message	30	\$	\$
C.7	Painted Pavement Message - Zebra Crosswalk – as per 3.5 of Annex A – Statement of Work	metre	115	\$	\$
C.8	Painted Pavement Message - Accessible Parking Symbol or other Special Marking – as per 3.5 of Annex A – Statement of Work	message	15	\$	\$
С	COMBINED ESTIMATED TOTAL FIRM UNIT BID PRICE(S) SCHEDULE C) OPTION YEAR 2 (SUM OF ITEMS C.1 TO C.8) (EXCLUDING APPLICABLE TAX)				\$

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2. Estimated Total Combined Evaluated Bid Price

The total bid evaluated bid price is the sum of Schedules A, B, and C.

ESTIMATED TOTAL COMBINED EVALUATED BID PRICE (A + B + C) (excluding applicable tax)	\$
	1

Notes:

- (a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (b) Additional payment terms and conditions will not apply to the contract; and
- (c) Customs duties are included and Applicable Taxes are extra.

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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:
 - 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.
 - Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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ANNEX D

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

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

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

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

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

Parks Canada Responsible Authority/Project 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.
I, my firm, e	(contractor), certify that I have read, understood and attest that mployees and all sub-contractors will comply with the requirements set out in this document and the terms

my firm, employees and all sub-contractors will comply with t and conditions of the contract.
Name:
Signature:
Date:

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ANNEX E

TASK AUTHORIZATION FORM

Hyperlink: Task Authorization Form (http://publiservice-app.pwgsc.gc.ca/forms/pdf/572.pdf) Solicitation No.: 5P420-21-0019/B

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ANNEX F TO PART 5 OF THE BID SOLICITATION

COVID-19 VACCINATION REQUIREMENT CERTIFICATION

** to be	e completed by the Bidder**
l,	(first and last name), as the representative of
	(name of business) pursuant to
that	(insert solicitation number), warrant and certify that all personnel
access	(name of business) will provide on the resulting Contract who s 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 su Supplie	uch time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for er Personnel are no longer in effect.
been n	that all personnel provided by (name of business) have otified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for er Personnel, and that the
	(name of business) has certified to their compliance with this
require	ment.
of the (unders knowin to verify	In that the information provided is true as of the date indicated below and will continue to be true for the duration Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also tand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made agly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a under the Contract.
Signat	ture:
Date:	

Client Reference No.: Title

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

Client Reference No.:

Title:

Line Painting and Pavement Marking Services – Jasper National Park, AB

ANNEX G TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

** to be completed by the Bidder **

Requirements

PW-22-00992861

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

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

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to 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 Corporation () Sole Proprietor () Partnership					
Supplier's Legal Address:					
City:	Province / Territory:	Postal Code:			
Supplier's Procurement Business Number (optional):					

List of Names

Name	Title

Ver.02.09.2022 Solicitation No.: Amendment No.: **Contracting Authority:** 5P420-21-0019/B Andrea McGraw-Alcock Client Reference No.: PW-22-00992861 Line Painting and Pavement Marking Services - Jasper National Park, AB 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.

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ANNEX H TO PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

** to be completed by the Bidder **

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

Definitions

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the <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</u> <u>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 published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-1 and the Guidelines on the Proactive Disclosure of Contracts.

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Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.