



**RETURN BIDS TO:**

Parks Canada Agency Bid Receiving Unit  
National Contracting Services

Bid Fax: **1-877-558-2349**

Bid E-mail Address:

[soumissionsest-bidseast@pc.gc.ca](mailto:soumissionsest-bidseast@pc.gc.ca)

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

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

**REQUEST FOR QUOTATION**

**Quotation to: Parks Canada Agency**

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

**Issuing Office:**

Parks Canada Agency  
National Contracting Services  
Rocky Harbour, NL

<b>Title:</b> Provide Pool Operations- Gros Morne National Park	
<b>Solicitation No.:</b> 5P300-22-0014/A	<b>Date:</b> April 26, 2022
<b>Client Reference No.:</b> N/A	
<b>GETS Reference No.:</b> N/A	

<b>Solicitation Closes:</b> <b>At:</b> 2:00 PM <b>On:</b> May 27, 2022	<b>Time Zone:</b> EDT
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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> Bonnie Knott
<b>Telephone No.:</b> 709-636-4953
<b>Email Address:</b> <a href="mailto:Bonnie.knott@pc.gc.ca">Bonnie.knott@pc.gc.ca</a>
<b>Destination of Goods, Services, and Construction:</b> Gros Morne National Park

**TO BE COMPLETED BY THE BIDDER**

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

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

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

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

### Security Requirements

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

### Direct Deposit

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

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

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**Amendment No.:**  
00

**Contracting Authority:**  
Bonnie Knott

Ver.02.09.2022

**Client Reference No.:**  
N/A

**Title:**  
Provide Pool Operations- Gros Morne National Park

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## **PART 1 – INFORMATION AND INSTRUCTIONS**

### **1.1. COVID-19 Vaccination Requirement**

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

### **1.2. Security Requirements**

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

**1.2.1.** Before award of a contract, the following conditions must be met:

**1.2.2.** Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

### **1.3. Statement of Work**

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

### **1.4. 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.

## **PART 2 – BIDDER INSTRUCTIONS**

### **2.1. Standard Instructions, Clauses and Conditions**

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

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

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

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

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

### **2.2. Submission of Bids**

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

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

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

The only acceptable email address for responses to bid solicitations is [soumissionsest-bidseast@pc.gc.ca](mailto:soumissionsest-bidseast@pc.gc.ca)

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

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

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

### **2.3. Enquiries – Bid Solicitation**

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must

be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4. Applicable Laws

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

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 [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.

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**Contracting Authority:**  
Bonnie Knott

Ver.02.09.2022

**Client Reference No.:**  
N/A

**Title:**  
Provide Pool Operations- Gros Morne National Park

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## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **3.1. Bid Preparation Instructions**

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

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

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

#### **Section I:      Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II:     Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B

#### **Section III:    Certifications**

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



## **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.

M1	Contractor must have a minimum of two (2) years experience in operation of swimming pools.
M2	Contractor must provide at least one (1) reference (name, phone number and email) that can support M1.

#### **4.1.2. Financial Evaluation**

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

#### **4.1.3. Basis of Selection**

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1. Certifications Required with the Bid**

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

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

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

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

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame 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 E to Part 5 of the Bid Solicitation** prior to contract award, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

#### **5.2.2. Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), must provide the information requested at **Annex F to Part 5 of the Bid Solicitation** prior to contract award.

#### **5.2.3. Former Public Servant**

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

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

#### **5.2.4. Federal Contractors Program for Employment Equity – Bid Certification**

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

## **PART 6 – RESULTING CONTRACT CLAUSES**

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

### **6.1. COVID-19 Vaccination Requirement**

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

### **6.2. Security Requirements**

**6.2.1.** The following security requirements apply to and form part of the Contract.

#### **6.2.1.1. Security Clauses**

The Contractor/Offeror's personnel as well as their subcontractors that require unescorted access to work site(s) as well as access to sensitive assets or information must EACH hold and maintain a valid **RELIABILITY STATUS**, granted or approved by Parks Canada Agency Security Directorate (PCASD).

*\* Sensitive assets may include: Cash, artefacts, firearms, explosives, keys, vehicles, Historic sites and buildings, electronic equipment, IT networks, Critical installations and systems, etc.*

- The Contractor/Offeror's personnel as well as their subcontractors **MUST NOT** remove any PCA information or assets from the identified work site(s) without consent from a PCA employee, and they must ensure that their personnel are made aware of and comply with this restriction.

### **6.3. Statement of Work**

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

### **6.4. Standard Clauses and Conditions**

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

#### **6.4.1. 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.

#### **6.4.2. Supplemental General Conditions**

##### **6.4.2.1. 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.

## **6.5. Term of Contract**

### **6.5.1. Period of the Contract**

The Work is to be performed during the period of June 1, 2022 to September 12, 2022.

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

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

## **6.6. Authorities**

### **6.6.1. Contracting Authority**

The Contracting Authority for the Contract is:

Bonnie Knott  
A/Contracting Advisor  
Parks Canada Agency  
National Contracting Services  
Chief Financial Officer Directorate  
Rocky Harbour, NL

Telephone: 709-636-4953  
E-mail address: [bonnie.knott@pc.gc.ca](mailto:bonnie.knott@pc.gc.ca)

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

### **6.6.2. Project Authority**

The Project Authority for the Contract is:

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

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

**6.6.3. Contractor's Representative**

The Contractor's Representative for the Contract is: **\*\*submit with bid\*\***

<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>		

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

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

**6.8. Payment**

**6.8.1. Basis of Payment**

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

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

**6.8.2. Multiple Payments**

Canada will pay the Contractor upon completion and delivery of units 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.

## 6.9. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.10. Certifications and Additional Information

### 6.10.1. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 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) apply to and form part of the Contract.
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) The Contractor's bid dated **\*\*\* to be inserted at contract award \*\*\***.

## 6.13. SACC Manual Clauses

[A9068C](#) (2010-01-11) Government Site Regulations  
[B6802C](#) (2007-11-30) Government Property

## 6.14. Insurance Requirements

SACC Manual clause [G1001C](#) (2013-11-06), Insurance – Specific Requirement

## 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

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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

#### 1. Title: Gros Morne National Park: Pool Operations

#### 2. Background

Gros Morne National Park has an indoor swimming pool complex near Rocky Harbour, NL. The pool is operated from June 1 to Labour Day and has an annual visitation of approximately 13,000. The complex consists of a 4 lane 25 metre swimming pool, a smaller wading pool and a hot tub with a total combined area of approximately 300 m<sup>2</sup>. The pool complex also has changing rooms, public washrooms, reception desk, secure pool viewing area, outdoor patio, outdoor playground, and public parking. The pool is open to the public by paid admission and offers a diverse swimming program.

#### 3. Objective

To contract for the necessary services needed to operate the pool and building according to Newfoundland and Labrador's *Public Pools Regulations under the Public Health Act and meet Parks Canada Service Standards*. Required services include:

1. Swim programs (e.g., lessons, swim team, etc.)
2. Lifeguard services
3. Visitor reception and revenue collection
4. Pool operations
5. Building cleaning services

#### 4. Scope of Work

##### 4.1. Swim Programs and Hours of Operations

- 4.1.1. Provide a seasonal operation of Swimming Pool from June 1<sup>st</sup> to Labour Day.
- 4.1.2. June 1<sup>st</sup> to the last Friday in June will be limited to lessons to local schools and pool rentals.
- 4.1.3. From the last Saturday in June to Labour Day the pool must be open for:
  - 4.1.3.1. scheduled public swims from 12:00-9:00pm Saturdays and Sundays
  - 4.1.3.2. scheduled public swims from 1:30pm-9:00pm Mondays to Fridays.
  - 4.1.3.3. Public swimming lessons must be offered from 9:00am-1:00pm Monday to Friday.
  - 4.1.3.4. A suggested schedule is included as Appendix B.
  - 4.1.3.5. Additional programs outside of these hours can be offered by the contractor with the approval of Parks Canada (Ex. Lap swims, Bronze Cross programs, etc.)
- 4.1.4. Times for swim team must also be accommodated within the above schedule.
- 4.1.5. All swimming lessons must follow national programs such as Canadian Red Cross or Lifesaving Society and must be taught by qualified instructors. Programs must include options
- 4.1.6. Swim programs must provide options for people with disabilities such as identified by the Canadian Red Cross.
- 4.1.7. The contractor must maintain front counter reception services when the pool is open for public swims.
- 4.1.8. Outside of the operational season, the contractor must be available at their expense to accept swimming reservations for lessons and/or rentals, either by phone or on-line.

## 4.2. Lifeguard Services

- 4.2.1. Based on the maximum capacity for the pool (120 persons per swim), for each scheduled swim the contractor must provide sufficient number of lifeguards and assistant lifeguards based on Newfoundland and Labrador's [Public Pools Regulations under the Public Health Act](#) (i.e. minimum of 1 lifeguard and 2 assistant lifeguards per swim).
- 4.2.2. All lifeguards and assistant lifeguards must hold a current lifeguard and assistant lifeguard certificate and meet any additional requirements as identified in Newfoundland and Labrador's [Public Pools Regulations under the Public Health Act](#). All certificates shall be available for at the pool for inspection.
- 4.2.3. All lifeguards and assistant lifeguards must act in a professional manner according to their lifeguard certification, be clothed as to be readily identifiable, and meet all other requirements identified in Newfoundland and Labrador's [Public Pools Regulations under the Public Health Act](#).
- 4.2.4. The pool is barrier free, the contractors must proactively offer options for swimmers with disabilities.

## 4.3. Pool Operations:

- 4.3.1. The contractor is responsible for operating the pool facility according to Newfoundland and Labrador's [Public Pools Regulations under the Public Health Act](#).
- 4.3.2. The contractor must:
  - 4.3.2.1. Wash and sanitize the deck daily.
  - 4.3.2.2. Vacuum the pool daily.
  - 4.3.2.3. Wash the scum line weekly
  - 4.3.2.4. Maintain and ensure all lifesaving equipment (ex. Reaching pole, buoyant throwing aids, etc.) are in good order and properly located on site.
  - 4.3.2.5. Assist Parks Canada with monitoring of water quality by conducting daily water quality tests for chlorine levels and pH and recording the results as directed by Parks Canada.
  - 4.3.2.6. Assist Parks Canada to maintain chlorine levels to acceptable limits by adding calcium hypochlorite as directed by Parks Canada.
  - 4.3.2.7. Monitor for fecal pollution, initiate Fecal Response Protocols, and report incident to Parks Canada officials.
  - 4.3.2.8. Constantly monitor pool for safe conditions and within the contractor's responsibilities take actions to correct any deficiencies and unsafe situations and if necessary close pool. All uncorrected deficiencies and pool closures are to be reported to Parks Canada in a timely manner.
  - 4.3.2.9. Follow all safe work practices for safe handling of pool chemicals.
  - 4.3.2.10. Ensure the pool area is secured when lifeguards are not on duty and at such times limit access to authorized personnel only.

## 4.4. Visitor Reception and Revenue Collection

- 4.4.1. The contractor must provide a uniformed staff person for visitor reception services at the counter during all hours the pool is open for public swims. Receptions service must include:
    - 4.4.1.1. Collecting admission fees for public swims.
    - 4.4.1.2. Responding to questions about pool services and basic visitor information questions about the park and nearby communities.
    - 4.4.1.3. Parks Canada is under the obligation to respect the spirit and the letter of the *Official Languages Act*. Contractor must provide Bilingual service.
-

- 4.4.1.4. Reception staff must present themselves professionally and in a way that reflects positively on Parks Canada. To this end staff must participate annually in *Parks Canada's Quality Visitor Experience (QVE) Training*.
- 4.4.2. The contractor is responsible at their expense for collecting all revenue and fees and payment of any taxes (i.e. HST) on said revenue and fees.
- 4.4.3. Admission fees for public swims must be collected on behalf of Parks Canada. Fees charged for public swims are from Parks Canada's approved fees which will be confirmed annually.
- 4.4.4. The contractor must track total admissions for public swims and remit to Parks Canada by September 30<sup>th</sup> the total value of admissions less any taxes paid.
- 4.4.5. Fees for other swim programs such as lessons, lap swims, etc. are retained by the contractor. Fees for these services must be approved by Parks Canada and based on reasonable recovery costs for the contractor and comparisons with similar offers elsewhere in Newfoundland and Labrador. The contractor must first submit proposed fees to Parks Canada for approval.
- 4.4.6. As a service to the users of the pool, the contractor may sell on site, swim apparel and other swimming related equipment such as bathing suites, goggles, nose plugs, shampoo, etc. Merchandise is to be approved by Parks Canada. All revenue from the sale of this merchandise is retained by the contractor.

#### **4.5. Building Cleaning and Security**

- 4.5.1. At all times the building must be kept clean and tidy, free from litter/debris so that it always presents a favourable appearance to the public.
- 4.5.2. The contractor is responsible for cleaning the building, reporting to Parks Canada of any maintenance issues and ensuring the building is secure at all times.
- 4.5.3. Detailed cleaning requirements are identified in Appendix A.
- 4.5.4. The following areas are excluded from the contractors cleaning responsibilities: Mechanical Room, Electrical Room, Chemical Storage Room, and Pool Equipment Room.
- 4.5.5. At their expense, the contractor must supply all cleaning materials, which are required for proper cleaning and disinfection of the building as outlined in Appendix A.
- 4.5.6. At their expense, the contractor must supply all of the following sanitary supplies: toilet paper, paper towel, hand soap, and hand sanitizer for both their staff and the patrons to the building.
- 4.5.7. Garbage cans/Trash Bins must be emptied daily or more frequently as required. Collected garbage is to be stored on site in a designated garbage bin or dumpster for pick up.
- 4.5.8. At the end of the season, the contractor will clean the building and remove all food items and attractants that would attract insects, rodents, or other animals.

#### **4.6. Constraints**

- 4.6.1. The contractor shall comply with all health and safety regulations, such as but not limited to the Canadian Labour Code and Occupation Health and Safety regulations of Newfoundland and Labrador.
- 4.6.2. Safe working practices are to be followed at all times in accordance with Occupational Safety and Health Act and Regulations.
- 4.6.3. The Material and Safety Data Sheet (MSDS) for all cleaning products used must be posted on-site and copies provided to Parks Canada.
- 4.6.4. The contractor must provide a letter in good standing with Workers Compensation Board, before award of contract.

- 4.6.5. Contractor must ensure all Personal Protective Equipment (PPE) worn by staff is as required by the appropriate Occupational Safety and Health regulations. Contractor is responsible for supplying and monitoring proper use of PPE among their staff.

## **5. Parks Canada's responsibilities**

### **5.1. Pool Operations**

- 5.1.1. Preparation of pool prior to opening and shut down systems at the end of the season.
- 5.1.2. Maintain and operate all mechanical systems such as pumps, filters, etc.
- 5.1.3. During the operational season, Parks Canada staff will be assigned daily to the building to operate and maintain the pool systems.
- 5.1.4. Monitor pool and water quality throughout the season and maintain records as required.
- 5.1.5. Provide contractor's employees with all required safety training with respect to handling of pool chemicals as well as water monitoring and treatment procedures.
- 5.1.6. Provide all chemicals for pool operation and maintenance of pool water and water monitoring.
- 5.1.7. Provide and replace as necessary pool furnishings such as lane markers, diving board, lifeguard chairs and other equipment required to operate the pool.
- 5.1.8. Provide and replace as necessary all lifesaving equipment (ex. Reaching pole, buoyant throwing aids, etc.).

### **5.2. Building Operations**

- 5.2.1. Parks Canada is responsible for any building repairs.
- 5.2.2. At the start of every season Parks Canada must ensure the building is in good repair and meets all public safety requirements necessary for the public swimming program.
- 5.2.3. Provide to the contractor at Parks Canada expense, a phone line and internet line to the Swimming Pool.
- 5.2.4. Parks Canada is responsible for garbage collection from the designated onsite garbage bin or dumpster.
- 5.2.5. Parks Canada must maintain the exterior grounds and parking including mowing and collecting garbage from any exterior garbage cans.

## Appendix A- Detailed Cleaning Requirements

### 1. Entrance and Reception Area, Administration Office, and Lifeguard Room

- 1.1. Floors
  - 1.1.1. Sweep all floors daily.
  - 1.1.2. Damp mop daily using a minimum of clear water to remove dust and superficial stains.
  - 1.1.3. Wash weekly using an approved detergent solution in warm water. Spot clean to remove heavy stains and black marks using an approved stripper prior to washing.
- 1.2. Interior Walls
  - 1.2.1. To be spot cleaned daily.
- 1.3. Counters
  - 1.3.1. Washed and disinfected daily.
- 1.4. Interior Glass
  - 1.4.1. Clean daily to remove dust, fingerprints, smudges and streaks on all glass.
- 1.5. Doors and Windows
  - 1.5.1. Glass doors to be cleaned on both sides daily and all glass windows in entrance to be washed and polished once a week and on both sides.
  - 1.5.2. Solid doors to be spot cleaned daily.
  - 1.5.3. High touch surfaces such as door handles must be disinfected daily.

### 2. Washrooms, Change Rooms, and Showers

- 2.1. Must be kept clean and disinfected, properly supplied, and monitored throughout the day.
  - 2.1.1. Daily mop and clean floors using an approved disinfectant cleanser.
  - 2.1.2. Daily spot clean daily walls, lockers, washroom partitions.
  - 2.1.3. Daily Remove any litter, debris, or objects left in lockers.
  - 2.1.4. Daily clean and disinfect all showers, toilets, sinks, bathroom fixtures, counter tops, mirrors and high touch areas.
  - 2.1.5. Twice daily disinfect all high touch areas around sinks, toilets, and washroom doors.
  - 2.1.6. Must conduct hourly spot checks to ensure area is tidy and free from litter/debris, clean and presentable as well as ensure sufficient supplies of toilet paper, soap, paper and towels.
    - 2.1.6.1. Clean and disinfect as necessary.
    - 2.1.6.2. Empty garbage cans as necessary.
    - 2.1.6.3. Damp mop floors as necessary.
    - 2.1.6.4. Replenish supplies as necessary.

### 3. Pool Viewing Area

- 3.1. Floors
  - 3.1.1. Sweep all floors daily
  - 3.1.2. Damp mop daily using a minimum of clear water to remove dust and superficial stains.
  - 3.1.3. Wash weekly using an approved detergent solution in warm water. Spot clean to remove heavy stains and black marks using an approved stripper prior to washing.
- 3.2. Windows and Interior Glass
  - 3.2.1. Clean daily to remove dust, fingerprints, smudges and streaks on all glass.
- 3.3. Furnishings – Plastic Chairs
  - 3.3.1. Spot clean daily.
  - 3.3.2. Disinfect high touch surfaces such as arm rests.

### 4. Enclosed Outdoor Patio

- 4.1. Daily inspect area and pick up any litter/debris.
- 4.2. Garbage cans emptied daily
- 4.3. Daily inspect picnic tables and outdoor furnishings and spot clean as required.

### 5. Pool Storage Area (Non-Public Area)

- 5.1. Must be kept clean and tidy, free from litter/debris and clutter.

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Bonnie Knott

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N/A

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Provide Pool Operations- Gros Morne National Park

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**6. Mechanical Room, Electrical Room, Chemical Storage Room, and Pool Equipment Room**

6.1. Areas outside of contract. No cleaning required.

## **Appendix B Suggested Pool Schedule**

### **DESCRIPTION OF SWIMS**

OPEN SWIM	Open to adults and children. Children under 6 years must be accompanied in the water by an adult.
ADULT SWIM	Open to adults 16 years and over.

### **DESCRIPTION DES ACTIVITÉS**

BAIGNADE POUR TOUS	Pour adultes et enfants. Les enfants de moins de 6 ans doivent être accompagnés dans l'eau par un adulte.
BAIGNADE POUR ADULTES	Pour adultes 16 ans et plus.

### **SUMMER SWIM SCHEDULE HORAIRE DES BAIGNADES POUR L'ÉTÉ**

<b><u>MONDAY – FRIDAY</u> <u>DU LUNDI AU VENDREDI</u></b>	<b><u>SATURDAY – SUNDAY</u> <u>SAMEDI ET DIMANCHE</u></b>
9 :00 – 1 :00 Childrens Lessons 9h à 13h Cours de natation (enfant)	12:15 – 1:15 Open Swim 12h15 à 13h15 Baignade pour tous
1 :30 – 2 :30 Open Swim 13h30 à 14h30 Baignade pour tous	1 :30 – 2 :30 Open Swim 13h30 à 14h30 Baignade pour tous
2 :45 – 3 :45 Open Swim 14h45 à 15h45 Baignade pour tous	2 :45 – 3 :45 Open Swim 14h45 à 15h45 Baignade pour tous
4 :00 – 5 :00 Open Swim 16h à 17h Baignade pour tous	4 :00 – 5 :00 Open Swim 16h00 à 17h Baignade pour tous
5:15 – 6:15 Swim Club 17h15 à 18h15 Baignade Club de natation	5 :15 – 6 :15 Open Swim 17h15 à 18h15 Baignade pour tous
6 :30 – 7 :30 Open Swim 18h30 à 19h30 Baignade pour tous	6 :30 – 7 :30 Open Swim 18h30 à 19h30 Baignade pour tous
7 :45 – 8 :45 Open Swim 19h45 à 20h45 Baignade pour tous	7 :45 – 8 :45 Open Swim 19h45 à 20h45 Baignade pour tous
Thursday/jeudi 9:00 – 10:00 Adult Swim 16 yrs + 21h à 22h Baignade pour adultes 16 ans et plus	

**ANNEX B**

**BASIS OF PAYMENT**

Bidders must provide pricing in the format specified in this Annex “B” – Basis of Payment. Failure to provide prices in the format specified will render the quotation non-responsive. The ***Bidder must submit firm, all-inclusive prices including all materials and operations (set-up charges, fuel, materials, products, delivery cost, supervision, labour, all travel costs (time, mileage, etc.) admin, production, etc.)*** to fulfill the entire requirement as described in Annex “A”, GST/HST extra, if applicable.

**\*Please note that any modification to this document will render the quotation non-compliant\***

**Table 1: Required Service Year 1 June 1, 2022 to September 12, 2022**

Description	Total
Provide Pool operations as Per Annex A Statement of Work	\$
Total (excluding taxes)	\$

**Table 2: Required Service Option Year 1 June 1, 2023 to September 11, 2023**

Description	Total
Provide Pool operations as Per Annex A Statement of Work	\$
Total (excluding taxes)	\$



**Table 3: Required Service Option Year 2 June 1, 2024 to September 9, 2024**

Description	Total
Provide Pool operations as Per Annex A Statement of Work	\$
Total (excluding taxes)	\$

**Table 4: Required Service Option Year 3 June 1, 2025 to September 8, 2025**

Description	Total
Provide Pool operations as Per Annex A Statement of Work	\$
Total (excluding taxes)	\$

**Table 5: Required Service Option Year 4 June 1, 2026 to September 14, 2026**

Description	Total
Provide Pool operations as Per Annex A Statement of Work	\$
Total (excluding taxes)	\$

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**Table 6: Total of Table 1-5**

<b>Description Total of Tables 1-5</b>	<b>Total</b>
Total of Table 1-5	\$
Total (excluding taxes)	\$

## ANNEX C

### INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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**Amendment No.:**  
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**Contracting Authority:**  
Bonnie Knott

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Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**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.

<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**

**Solicitation No.:**  
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**Title:**  
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**Mark "Yes" where applicable.**

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

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

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

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

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

**ANNEX E TO PART 5 OF THE BID SOLICITATION**

**COVID-19 VACCINATION REQUIREMENT CERTIFICATION**

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), warrant and certify that  
all personnel that  
\_\_\_\_\_ (*name of business*) will provide on the resulting  
Contract who access federal government workplaces where they may come into contact with public  
servants will be:

***(check the applicable option[s] below)***

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *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 Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

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

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

**Optional**

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**Amendment No.:**  
00

**Contracting Authority:**  
Bonnie Knott

Ver.02.09.2022

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N/A

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

**Initials:** \_\_\_\_\_

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



**ANNEX F TO PART 5 OF THE BID SOLICITATION**

**LIST OF NAMES FOR INTEGRITY VERIFICATION FORM**

**Requirements**

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

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

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

**Supplier Information**

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

**List of Names**

Name	Title

**Solicitation No.:**  
5P300-22-0014/A

**Amendment No.:**  
00

**Contracting Authority:**  
Bonnie Knott

Ver.02.09.2022

**Client Reference No.:**  
N/A

**Title:**  
Provide Pool Operations- Gros Morne National Park

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

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## ANNEX G TO PART 5 OF THE BID SOLICITATION

### FORMER PUBLIC SERVANT

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

#### Definitions

For the purposes of this clause,

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

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

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

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

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

As per the above definitions, is the Bidder a FPS in receipt of a pension? <b>Yes</b> ( ) <b>No</b> ( )
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If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the

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Bonnie Knott

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N/A

**Title:**  
Provide Pool Operations- Gros Morne National Park

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