



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

To: Caroline Demers

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

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

REQUEST FOR PROPOSAL

Proposal to: Parks Canada Agency

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

Issuing Office:

Parks Canada Agency
National Contracting Services
Quebec, QC

Title: Wastewater Treatment, Forillon National Park	
Solicitation No.: 5P300-21-0404/A	Date: May 11 , 2022
Client Reference No.: PR 10212931	
GETS Reference No.: PW-22-00995273	

Solicitation Closes: At: 2:00 PM On: June 13, 2022	Time Zone: EDT
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F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Enquiries to: Caroline Demers	
Email Address: caroline.demers@pc.gc.ca	Telephone No.: N/A
Destination of Goods, Services, and Construction: 1501, Boul. Forillon, Gaspé Qc	

TO BE COMPLETED BY THE BIDDER

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

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Caroline Demers

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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. Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsest-bidseast@pc.gc.ca will not be accepted.

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

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

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

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

Direct Deposit

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

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

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. COVID-19 Vaccination Requirement

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

1.2. Security Requirements

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

1.3. Statement of Work

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

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 [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.

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 five (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

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

2.4. Applicable Laws

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

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

2.5. Bid Challenge and Recourse Mechanisms

2.5.1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2.5.2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [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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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: Financial Bid
Section II: Certifications

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

Section I: Financial Bid

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

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. Financial Evaluation

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

4.1.2. Basis of Selection

A bid must comply with all requirements of the bid solicitation 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, 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 **Attachment 1 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 **Attachment 2 to Part 5 of the Bid Solicitation** prior to contract award.

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5.2.3. Former Public Servant

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

In order to comply with Treasury Board policies and directives on contracts awarded to Former Public Servants, the Bidder must provide the information requested at **Attachment 3 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.

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PART 6 – RESULTING CONTRACT CLAUSES

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

6.1. COVID-19 Vaccination Requirement

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

6.2. Security Requirements

6.2.1. There is no security requirement applicable to the Contract.

6.3. Statement of Work

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

6.4. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [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 [4013](#) (2021-11-29) 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 the Contract to May 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 three (3) additional one (1) year period under the same conditions. The Contractor agrees that,

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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:

Caroline Demers
Advisor, Procurement and Contracting
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate

Telephone: N/A

E-mail address: caroline.demers@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: ** please include with your bid**

Representative's Name:
Representative's Title:
Legal Vendor/ Firm Name:

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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 ***

6.8. Payment

6.8.1. Basis of Payment – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ _____ *** to be inserted at contract award ***. Customs duties are included and Applicable Taxes are extra.

6.1.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. *** to be inserted at contract award ***. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

6.8.2 Terms of payment – Monthly Payment

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

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

6.9. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The Contractor will be remunerated based on the unit prices of the emptied gallon provided with its bid
 - b. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - c. Each invoice submitted must include the following items:
 1. The date
 2. The *customer reference number* identified on page 1 of the contract
 3. The subsector(s) identified in APPENDIX 1 -Description of tanks; locations and capacities
 4. The applicable pit number(s) identified in APPENDIX 1 - Tank Description; Locations and Capacities
 5. The unit rate per gallon as per the terms of the contract.
 6. The signed Work Order from the service Foreman.
3. The Minister will pay based on the amount of gallons siphoned during emptying (effective capacity) and not on their nominal capacity of the tank.

6.10. Certifications and Additional Information

6.10.1. Compliance

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

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6.11. Applicable Laws

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

6.12. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The Articles of Agreement;
- (b) The supplemental general conditions [4013](#) (2021-11-05) Compliance with On-site Measures, Standing Orders, Policies, and Rules
- (c) The general conditions [2010C](#) (2021-12-02), General Conditions –Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (h) The Contractor's bid dated ***** to be inserted at contract award *****.

6.13. SACC Manual Clauses

[A9068C](#) (2010-01-11), Government Site Regulations

6.14. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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.

ANNEX A

STATEMENT OF WORK

DIVISION I

1.1 Use of Terms

1. In this statement, “Agency” means the Parks Canada Agency, Gaspésie Field Unit.
2. “Draining” means to completely empty a tank without any comparison of capacity between the tank and the collector truck.

Example: A tank can hold 5000 gallons and the truck 2000 gallons, which will then represent 2.5 truck trips and the Agency will consider the operation as a single dump.

3. “Pumping” means the action performed by a device that allows sludge to be transferred from a septic tank to a hermetically sealed container, all approved by the federal, provincial and/or municipal authorities concerned.
4. “Disposal” means the emptying of the sludge from the container at a site approved by all federal, provincial, municipal or other bodies having jurisdiction over such a site.
5. “Site” means a site that is protected and considered to be an authorised site for the discharge of sludge from a septic system approved by all authorities having jurisdiction over such a site.

1.2 Description of Work

1. The work included in this statement primarily, but not exclusively, includes:

- a) the draining and pumping of septic tanks in Forillon National Park at the frequencies and means specified in the statement of Work. The Minister will pay based on the amount of gallons siphoned during emptying (effective capacity) and not on their nominal capacity of the tank.
- (b) the transportation and disposal of sludge outside the boundaries of Forillon National Park to an approved dumping site.

1.3 Schedule of Work

All work or activities specified in this statement must meet the dates, times or days specified in DIVISION II of this document.

1.4 Permits, Orders and Regulations

- .1 The Contractor must obtain the necessary permits to perform the work. The Contractor must comply with all provincial, municipal or federal regulations and any other legislation or regulations that relate to this work. He is responsible for any breach of the relevant laws and regulations.

1.5 Codes and Standards

- .1 Unless otherwise specified, perform the work in accordance with the National Building Code of Canada (NBC) and any other provincial or local codes. In the case of omissions or inconsistencies between these standards, the most stringent requirements will apply.
- .2 Work must meet or exceed the requirements of referenced standards, codes and other documents.

1.6 Contractor Use of Premises

1. Restrict use to areas identified by the project authority for the performance of the work and storage, as specified in DIVISION III of this statement.
2. During the duration of the work, do not use the site for lodging or temporary residence of the Contractor's employees.
3. The Contractor must comply with all applicable regulations of the Agency, including but not limited to regulations relating to fire safety, parking and traffic control.
 - a) The Contractor must comply with the speed limit on site to avoid accidents with the many pedestrians and cyclists who have access to the site.
 - b) The Contractor shall not operate any loaded vehicles, machinery or equipment on roadways or structures that exceed the prescribed legal limits without written authorisation and direction from the project authority. In addition, no trucks loaded beyond legal limits can drive on the roads.

1.7 Respect for the Environment

- 1 The Contractor must demonstrate a high level of respect for the environment, both in terms of natural resources (flora, soil, fauna and waterways) and in terms of the Agency's assets (structures or others).
- 2 Any activity that is likely to cause environmental impacts must be notified in writing to the project authority, who will analyse the situation and provide the necessary mitigation measures in writing.

1.8 Supply of key(s)

- .1 In the event that it is necessary for the Contractor to obtain one or more keys, allowing access to the site(s) included in this statement, the Contractor must obtain them through the project authority in accordance with established guidelines.

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.2 To obtain one or more keys, the Contractor must deposit a certified cheque or money order payable to the "Receiver General for Canada", an amount of one hundred dollars (\$100.00), which will not be given to the contractor until the contractor has returned all borrowed keys.

.3 The Contractor shall not reproduce or cause to be reproduced these keys for the Contractor's use.

.4 In the event of the loss of one or more keys, the contractor must renew his request and the costs incurred (deposit and reproductions) will be charged.

1.9 Security

1.1 .1 The Contractor is responsible for ensuring that all requirements are met in regards to work safety, both in terms of the clothing worn by its employees, the equipment used or the recommended work methods.

1.10 Evacuation

.1 Unless expressly authorised by the project authority, no waste or waste materials shall be spread or buried within the park.

.2 It is prohibited to dispose of waste or volatile materials such as mineral spirits and oil or paint thinners by dumping them into waterways, storm sewers, sanitary sewers or soil.

1.11 Equipment and Tools

.1 At the request of the Agency, the Contractor must demonstrate, to the satisfaction of the project authority, that the equipment and tooling proposed to be used by the Contractor is sufficient, adequate, safe and in good condition.

1.12 Personnel

.1 The persons to whom the contractor delegates the responsibility for this work must be competent, honest and respectful towards park visitors and employees.

.2 In addition, the Contractor must designate a General Foreman and will inform the project authority of the General Foreman's contact information so that he can be easily reached if required.

DIVISION II

2.1 Location, Number and Schedule

.1 The location and number of tanks that may require emptying, as well as other relevant details available, are specified in Appendix 1, "**Tank Descriptions; Locations and Capacities.**" of this document. The key map of all sites as well as aerial images of the location of each tank is available from Appendix 2 of this document.

2.2 Emptying

.1 The Agency will requisition the services of the Contractor as operational requirements arise. The Contractor agrees to perform the emptying on a time and frequency basis as required by the Agency.

.2 When possible, the Agency will advise the Contractor at least 24 hours in advance of service requirements and the Contractor will be required to complete the work according to the priorities established by the Agency.

.3 The Agency will make every reasonable effort to requisition the services of the Contractor within the design capacity of the equipment that the Contractor proposes to use to perform the work, upon acceptance by the project authority.

2.3 Specified Sectors

.1 The sectors covered by the statement are sometimes subdivided into several subsectors. Each of these subsectors will need to be considered by the Contractor. (See Appendix 1).

2.4 Work Details

1- All work covered by this statement includes the following activities:

- a) Pumping and draining of septic tanks
- b) Transport of sludge to the disposal site

2- Each drain must be completed between 07:00 and 16:00 unless there is an emergency.

3- Each drain shall be invoiced on a day-to-day basis and signed by the service Foreman.

4- Emptying must be done in the presence of the service Foreman.

2.5 Availability and Liability

.1 Work shall be performed on an as-needed basis as determined by the Agency.

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- .2 In the event of an emergency, the Contractor must complete the work within 8 hours of the request for service.

2.6 Equipment

- .1 The Contractor must have the equipment required to perform this work (of satisfactory quality and quantity).
- .2 This equipment must be safe, well maintained and as quiet as possible.
- .3 The carrier truck must be equipped with a level and/or quantity gauge that is clean and easily legible at all times. In addition, the Contractor must provide proof of calibration verification upon request from the project authority.

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DIVISION III

3.1 Storage

.1 Storage will not be permitted in park buildings or grounds. Therefore, all equipment, scraps and other items will have to be evacuated on a day-to-day basis.

3.2 Respect for the environment

.1 Because of its specific conservation mandate, the Agency will be very strict with respect for the environment, as much in terms of fauna, flora, soils and waterways.

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APPENDIX 1

Tank descriptions ; locations and capacities

SECTOR	SUBSECTOR	NO. SEPTIC TANK	NOMINAL	TYPE	ACTUAL	NOTES
			CAPACITY	1 = Septic	CAPACITY	
			(gls.)	2 = Retaining	(gallons.)	
PENOUILLE	Reception Centre	1	3000	1	2550	The other nearby tank (850 gal-nominal capacity) is not to be drained (rectifier pump).
FORT PÉNINSULE	Service building	4	750	1	625	
PETIT-GASPÉ	Group Camping site	5	2600	1	2000	
	"East" Service building (A/C)	6	3800	1	3100	The other nearby tank (750 gal-nominal capacity) is not to be drained.
	"West" Service building (B/D)	7	3800	1	3100	
	Service building "E"	8	2650	1	2100	
	Dump station	9	2500	1	1900	Installation in 2010.
	Entrance kiosk	10	750	1	600	
	Recreational Centre	11	3800	1	3100	
CAP-DES-ROSIERS	Entrance kiosk	12	1000	1	625	
	Interpretation Centre (CAD)	13	11000	1	9000	
	Parking lot -- 'chemin du banc'	13 A	1300	1	1000	
CAMPING DES ROSIERS	Dump station - North	14	5000	2	5000	
	Bâtiment de services (4)	15-16-17-18	2340 ch.	1	1700	The other four (4) nearby tanks (750 gal-nominal capacity) are not to be drained.
TRAIT-CARRÉ – Anse-au-Griffon	Reception Center	19	1500	1	1250	AAG
RÉSIDENCE	Research House-1567, boul. Forillon	25	1000	1	850	
CAP-BON-AMI	Camping	28	3300	1	2735	
	Picnic area	29	2000	1	1525	
GRANDE-GRAVE	Dolbel House	30	750	1	625	

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	Hyman Store	31	850	1	675	
	Cook room	32	750	1	625	
OPERATIONAL CENTRE	Administrative and Industrial buildings	33	13000	1	11000	

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ANNEX B

BASIS OF PAYMENT

A) Bidders must submit a price in the format indicated in this Schedule "B" - Basis of Payment or their bid will be deemed non-responsive.

Bidders must provide their prices based on the requirements outlined in Schedule "A" - Statement of Work. Bidders must submit all-inclusive fixed prices.

Description and Service Date	Units	*estimated quantities	Unit Price/ emptied gallon	Total (excluding taxes)
2022-2023 Septic Tank Emptying June 1st 2022 to May 31 2023	Gallon	55 000*	\$	\$
Option Year 1 (2023-2024) Septic Tank Emptying June 1st 2023 to May 31 2024	Gallon	55 000*	\$	\$
Option Year 2 (2024-2025) Septic Tank Emptying June 1st 2024 to May 31 2025	Gallon	55 000*	\$	\$
Option Year 3 (2025-2026) Septic Tank Emptying June 1st 2025 to May 31 2026	Gallon	55 000*	\$	\$
TOTAL (excluding taxes)				\$

*This quantity is estimated, if additional gallons are pumped, they will be charged at the same unit price.

Vendor's Name

Date

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ANNEX C

INSURANCE REQUIREMENTS

G2001C – Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Parks Canada Agency.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - 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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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ANNEX D

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

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

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

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

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

Parks Canada Responsible Authority/Project 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, _____ (*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: _____

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ATTACHMENT 1 TO PART 5 OF THE BID SOLICITATION**COVID-19 VACCINATION REQUIREMENT CERTIFICATION**

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to

5P300-21-0404/A, 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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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.

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ATTACHMENT 2 TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

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

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

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

Supplier Information

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

List of Names

Name	Title

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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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ATTACHMENT 3 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? Yes (<input type="checkbox"/>) No (<input type="checkbox"/>)

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

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

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

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published proactive disclosure reports in accordance with [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?	Yes () No ()
---	-----------------------

If so, the Bidder must provide the following information:

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