

RETURN BIDS TO:

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

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

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

REQUEST FOR PROPOSAL

Proposal to: Parks Canada Agency

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

Comments:

Issuing Office:

Parks Canada Agency National Contracting Services Calgary, AB

Title:

Seasonal and Temporary Staff Accommodations – Jasper National Park, AB

Solicitation No.: 5P420-23-0188/A

Date: October 26, 2023

Client Reference No.: N/A

GETS Reference No.: N/A

Time Zone:
MST

F.O.B.: Plant: □	Destination: 🗵	Other: □
Address E Daniel Ngu	nquiries to: yen	
Telephone No.: 403-836-2352		Fax No.: 1-866-246-6893
Email Add daniel.nguy	ress: en@pc.gc.ca	

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

TO BE COMPLETED BY THE BIDDER

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





IMPORTANT NOTICE TO BIDDERS

BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.

BIDS RECEIVED IN-PERSON OR BY COURIER WILL NOT BE ACCEPTED.

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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: <u>http://www.directdeposit.gc.ca</u>

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

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

1.2. Statement of Work

The Work to be performed is detailed under **Article 6.2** of the resulting contract clauses.

1.3. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at **The Woodlot Camp Area (please refer to Attachment 1 – Site Location)** on **November 8, 2023**. The site visit will begin at **14:00 MST**.

Bidders are requested to communicate with the Contracting Authority no later than **November 7**, 2023 at **14:00 MST** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

1.4. Debriefings

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

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PART 2 – BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2023-06-08), 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 Canada Post Corporation's Connect service of section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service 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 will not be accepted.

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

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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.

2.3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to

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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 Alberta.

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

2.5. Bid Challenge and Recourse Mechanisms

- **2.5.1.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- **2.5.2.** Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell website</u>, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- **2.5.3.** Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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:	Indigenous Participation Plans
Section III:	Financial Bid
Section IV:	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: Indigenous Participation Plans

In their Indigenous Participation Plan bid, Bidders should explain and demonstrate how they propose to provide specific and agreed upon benefits for Indigenous peoples and firms through the performance of the Work.

Section III: Financial Bid

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

3.1.1. Exchange Rate Fluctuation

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

Section IV: 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 technical evaluation criteria at Annex F.

4.1.2. Indigenous Participation Plan Evaluation

Indigenous Participation Plan bids will be evaluated against the Indigenous participation evaluation criteria at **Annex G**.

4.1.3. Financial Evaluation

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

- 4.2. Basis of Selection Highest Combined Rating of Indigenous Participation Plan (15%) and Price (85%)
- **4.2.1.** To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory criteria.
- **4.2.2.** Bids not meeting (a) or (b) will be declared non-responsive.
- **4.2.3.** The selection will be based on the highest responsive combined rating of Indigenous participation plan, and price. The ratio will be 15% for the Indigenous participation, and 85% for the price.
- **4.2.4.** To establish the Indigenous participation plan score, the overall Indigenous participation score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 15%.
- **4.2.5.** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 85%.
- **4.2.6.** For each responsive bid, the Indigenous participation score, and the pricing score will be added to determine its combined rating.
- **4.2.7.** Neither the responsive bid obtaining the highest Indigenous participation score, nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of Indigenous participation, and price will be recommended for award of a contract.

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The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 15/85 ratio of Indigenous participation plan and price, respectively. The total available points equal 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Indigenous Participation Plan Merit (15%) and Price (85%)

		Bidder 1	Bidder 2	Bidder 3
Overall Indigenous Participation Score		75/100	95/100	70/100
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Indigenous Participation Score	75/100 x 15 = 11.25	95/100 x 15 = 14.25	70/100 x 15 = 10.50
	Pricing Score	45/55 x 85 = 69.55	45/50 x 85 = 76.50	45/45 x 85 = 85.00
Combined Rating		80.80	90.75	95.50
Overall Rating		3 rd	2 nd	1 st

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Required with the Bid

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

5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

5.2. Certifications Precedent to Contract Award and Additional Information

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

5.2.1. Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

5.2.2. Former Public Servant

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

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

5.2.3. 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 <u>Employment and Social</u> <u>Development Canada (ESDC) – Labour's</u> website.

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the information requested at **Annex J to Part 5 of the Bid Solicitation** prior to contract award. If the Bidder is a Joint Venture, the Bidder must provide the information requested for each member of the Joint Venture.

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. Security Requirements

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

6.2. Statement of Work

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

6.3. Standard Clauses and Conditions

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

6.3.1. General Conditions

<u>2010C</u> (2022-12-01), 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.

6.3.2. Supplemental General Conditions

6.3.2.1. 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.

6.4. Term of Contract

6.4.1. Period of the Contract

The period of the Contract is from April 1, 2024 to October 31, 2026 inclusive.

6.4.2. 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 periods from November 1, 2026 to October 31, 2027 inclusive, November 1, 2027 to October 31, 2028 inclusive, and November 1, 2028 to October 31, 2029 inclusive under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Daniel Nguyen Contracting Officer Parks Canada Agency National Contracting Services Chief Financial Officer Directorate Calgary, AB

Telephone: 403-836-2352 Facsimile: 1-866-246-6893 E-mail address: daniel.nguyen@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.

6.5.2. **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.

6.5.3. Contractor's Representative

The Contractor's Representative for the Contract is:

*** to be completed by the bidder ***

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

6.6. Proactive Disclosure of Contracts with Former Public Servants

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

6.7. Payment

6.7.1. Basis of Payment: Limitation of Expenditure – Cost Reimbursable

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.

6.7.2. Limitation of Expenditure

- **6.7.2.1.** 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.
- **6.7.2.2.** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's

total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate

for the completion of the Work,

whichever comes first.

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

6.7.3. 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 delivered has been accepted by Canada.

6.8. Invoicing Instructions

- **6.8.1.** 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.
- **6.8.2.** Invoices must be distributed as follows:
 - a. Invoices must be forwarded electronically to the Project Authority for certification and payment.

6.9. Certifications and Additional Information

6.9.1. 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.

6.9.2. Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) –

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Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "<u>FCP Limited Eligibility to Bid</u>" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10. 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 ***.

6.11. **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 (2022-12-01), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Indigenous Participation Plan;
- (g) Annex E, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (h) The Contractor's bid dated *** to be inserted at contract award ***.

6.12. SACC Manual Clauses

A1009C (2008-05-12) Work Site Access A9039C (2008-05-12) Salvage A9068C (2010-01-11) Government Site Regulations B1501C (2018-06-21) Electrical Equipment B6802C (2007-11-30) Government Property B9028C (2007-05-25) Access to Facilities and Equipment

6.13. 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.

6.14. Inspection and Acceptance

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

6.15 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at **Annex A** of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

ANNEX A

STATEMENT OF WORK

1. Title

Seasonal and Temporary Staff Accommodation – Jasper National Park, Alberta.

2. Scope

The Contractor must provide **Temporary Accommodations Facilities** within the site identified in Jasper National Park for Fifty (50) people. The Contractor must deliver these facilities to the specified location within the Jasper National Park Woodlot area for a seven (7) month period of time per annum, over a 3-year period, commencing April 1st to October 31st (inclusive) of 2024, 2025, and 2026, with an option to extend the rental period for all or a portion of the temporary accommodation facilities up to three years until October 31, 2029. All trailers are to be located at the specified area. The trailers can be left on site during the winter from Nov. 1 to March 31 ("Unoccupied Period"), should Parks Canada decide to exercise it's right to an extension; however, the housing will not be utilized by Parks Canada. The Contractor is responsible to ensure proper storage over the winter and ensure buildings are winterized to avoid damage over the season of zero occupancy. Parks Canada will not be responsible for any loss during the Unoccupied Period.

The Contractor is required to provide a layout of their trailer/dorm style set up on Attachment 2 and 3. Layout must demonstrate compliance with applicable codes.

3. Infrastructure Requirements and Standards

The Contractor is responsible for the following:

3.1. The Contractor must provide the following packages within the facilities:

(a) Self-Serve Kitchen and Lounge Area

A minimum of a ratio of 1:6 people, self-serve domestic kitchen/ lounge areas as per 3.3.1

(b) Sleeping/ Washroom Package

Individual room accommodations for a minimum ratio of 1:6 people as per 3.3.1 and 1:3 people for latrine and washing facilities as per 3.3.2.

- **3.2.** All trailers supplied throughout the term of the Contract must:
 - (a) Meet or exceed all applicable codes e.g. Electrical, Natural Gas and Propane Installation (CAN/CSA B149.1-15), Building, etc.;
 - (b) Meet the National and Provincial building codes, to the satisfaction to the authority having jurisdiction.
 - (c) Be free-standing, hard walled, framed units;
 - (d) Be securely anchored and blocked up for stability. Wind loading to be in accordance with the National Building Code;
 - (e) Be equipped with stairs and railings to the outside if required as per code;
 - (f) Be equipped with 1.8m wide walkways to and from all other trailers;
 - (g) Be equipped with indoor lighting;
 - (h) Be equipped with potable water tank;
 - Be equipped with fire extinguishers and smoke alarms to the Provincial Fire Code standard (ex: Alberta Fire Code);
 - (j) Be equipped with carbon monoxide detectors

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- (k) Be equipped with windows that open, complete with screens;
- Be equipped with wall-mounted heating and air conditioning systems;
- (I) Be non-smoking facilities;
- (m) Be equipped with interior and exterior doors with individual locks and keys; and
- (n) Trailers must be new, under ten (10) years old, or fully renovated interior in the last five
 (5) years.
- **3.3.** The following are the mandatory applicable guidelines:

3.3.1 Kitchen and Lounge Facilities

- (a) Self-serve kitchen facilities with full size fridge, stove, microwave oven, dishwasher, sinks with hot and cold water taps, storage cupboards and food preparation counter. At a ratio of 1:6 people.
- (b) Kitchen eating areas must meet the required numbers of tables and chairs to satisfy a minimum of 24 individuals.
- (c) All kitchen areas must be equipped with dishes, cutlery, pots, pans, cooking utensils and other basic food preparation food and eating items. Number of Items must accommodate the individuals to be housed in each of the units.
- (d) Lounge areas adjacent to kitchen with armchairs, couch and flat screen television.
- (e) Equipped with smoke alarms and where gas-heating devices are used to be equipped with gas detectors and carbon monoxide detectors.
- (f) Equipped with potable water tank.
- 3.3.2 Latrine and Washing Facilities

(a) Equipped with a maximum 1:3 ratio of washrooms to people, adequate numbers of flush toilets; showers; sinks; which can be divided between genders.

- (b) Supplied with vents to the outside.
- (c) Supplied with fans for air circulation.
- (d) Equipped with potable water tank.
- 3.3.3 <u>Sleeping Trailers</u>
- (a) Each room to accommodate personnel on a single occupancy basis.
- (b) Locking rooms with keys.
- (c) Equipped with potable water tank.
- (d) Beds with covered mattresses must be provided for each room.
- (e) Bed frames and mattresses must be less than twelve (12) years old.
- 3.3.4 Floor Plan
- (a) Submission of floor plan, each room to accommodate personnel on a single occupancy basis.
- **3.4** The following are supplementary applicable guidelines:

3.4.1 Laundry Facilities

- (a) Self-serve laundry facilities with a full washer and dryer, at a ratio of 1:12 people.
- **3.5.** The Contractor must supply, install and connect the following utilities:
 - (a) Sewer Lines from each trailer unit to sewer manhole on site. The sewer manhole will be a maximum of 100m away from the farthest unit.

- (b) Electrical Lines from each trailer to electrical panel on site. Bidders to use ½ the distance between the furthest trailers plus 10m. See attached site plan, attachment #2.
- (c) Power supply on site is maximum 600 amps 120/240 single phase service. Electrical demand must not exceed this amount including line losses, etc.
- (d) Trailers will need to be either hard wired into the electrical panel or individual plug and play but in that case, the contractor must install a subpanel that must be hooked to the existing panel.
- **3.6.** The Contractor must setup facilities including anchoring, blocking and leveling annually or as required, which ever occurs first.
- **3.7.** The Contractor must have the ability to decrease the number of units from being able to support fifty (50) people to a lower number. This decrease in beds would require the proportional decrease to all other amenities, as per the ratio's in Annex A. The Contractor will agree to also provide a proportional decrease to costs under this contract should the amount of beds be decreased at the request of Parks Canada. Parks Canada will notify the contractor if the decrease is required upon contract award. During subsequent or option years under the contract, Parks Canada will notify the contractor of the number of beds required by January 31st of each calendar year.

4. Compliance with Laws

- **4.1.** The Contractor must adhere to and abide by all provincial and federal laws and regulations; the Provincial Building Code, Public Health Act and Regulations, Occupational Health and Safety Act and Regulations, Traffic Safety Act and Regulations, Environmental Protection and Enhancement Act and Regulations, and the Dangerous Goods Transportation and Handling Act and Regulations and other applicable legislation.
- **4.2.** All materials and supplies utilized by the Contractor must be handled and stored in accordance with the provincial Dangerous Goods Transportation and Handling Act and Regulations and the provincial Occupational Health and Safety Act and R e g u l a t i o n s.
- **4.3.** All vehicles utilized by the Contractor in carrying out the Contract will be operated, equipped, and maintained in accordance with the Provincial Traffic Safety Act and Regulations and the Dangerous Goods Transportation and Handling Act and Regulations.

5. Mobilization/ Demobilization and Unoccupied Period.

- **5.1.** The Contractor must:
 - (a) Must make themselves familiar with the site to determine appropriate installation requirements as per all relevant codes, legislation, standards, existing site conditions and dimensions of the site and proximity to existing utilities.
 - (b) Provide expertise in the planning for mobilization/ demobilization of the Contractor's infrastructure; and
 - (c) Mobilize/ demobilize the facility infrastructure at the start of and upon completion of the requested rental period including the dismantling of support facilities, cleaning and packaging of all support equipment and arranging transportation.
 - (d) Trailers can remain on site during the winter (non rental period between November 1st and March 31st) at the contractor's discretion.
 - (e) Security during the period identified in item "5.1 c", will be the responsibility of the contractor.
 - (f) Parks Canada staff will not be living in the trailers during the winter and all services to be winterized.

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- (g) The contractor is required to ensure propane tanks are filled when mobilizing at the initial set up. If they remain over winter, Parks Canada Agency (PCA) will be responsible for propane refills at spring start up. If the trailers are removed off site, the contractor will be responsible to return the trailers with full propane tanks.
- (h) Water tanks and lines must meet potable water standard and must be cleaned of any dirt and debris prior to delivery or hand over. Parks will request proof of sanitation.
- (i) Hook up water from the trailers to lines supplied by Parks Canada as required.
- (j) Hardwire into the electrical panel or provide plug and play with an installed subpanel (at the responsibility of the Contractor) that can be hooked to the PCA existing panel. Power supply on site is maximum 600 amps 120/240 single phase service. Electrical demand must not exceed this amount including line losses, etc.
- (k) Disconnect all laundry facilities.
- (I) The contractor will have the option to leave the trailers on site when not in use. If trailers are left on-site the contractor will be responsible for winterizing all trailers. The contractor will be responsible for security, insurance and maintenance of the trailers, if left on site while not in use during the winter months.
- (m) The contractor will be responsible to clean and service furnaces and hot water tanks before start up each year
- (n) The contractor will be responsible to sanitize all potable water tanks and lines before start up each year
- (o) The contractor shall provide overflow containment for sanitary pumps and features to prevent sewage from entering the natural environment in the event of a mechanical failure

6. Contractor's Representative

- **6.1.** The Contractor agrees that the Contractor's Representative must:
 - (a) Deal directly with the Parks Canada Agency's (PCA) Project Authority in respect of all matters arising at the facility site;
 - (b) Be responsible for the performance, health, safety, welfare of the contractor's personnel and keep accurate records of services provided.

7. Inspections

- **7.1.** The Contractor agrees to:
 - (a) Permit a Representative of the PCA to inspect and approve any and all facilities that the Contractor may utilize in the performance of the services.
 - (b) An inspection to determine any existing damage or issues with the trailers, will occur upon arrival. Upon demobilization of the trailers a second inspection will occur investigating the same items. These inspections will determine if any damage occurred during the tenure with Parks Canada. A PCA representative will be present for both inspections. Parks Canada will not be held accountable for any issues not raised by these inspections

8. PCA's Representative

- **8.1.** The PCA agrees to appoint an on-site Representative at the facilities location.
- **8.2.** During operations, the PCA's Representative will routinely inspect facilities, equipment, and supplies to ensure compliance with the terms of this Agreement.

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- **8.3**. PCA will provide the following:
- (a) Propane refills (no tanks) after initial set up see 5.1.;
- (b) Waste removal;
- (c) Power costs after the initial hook up;
- (d) Urgent maintenance (the cost of additional parts to fix the trailer will be billed to the Contractor). Contractor must provide 24-hour response time to issues which cannot be resolved by Parks Canada.

9. Briefings

9.1. PCA shall provide the Contractor's Representative an initial briefing upon arrival at the location, in regard to work and service requirements and safety measures.

10. Additional Information

10.1. Wood lot is located on Highway 93A, opposite the Old Fort Point road intersection, just outside of the town of Jasper, see attachment #1.

10.2. All units must be located at the same site. Cleared area is approximately 45m wide x 120m. Within the area on the attachment #2.

10.3. The distance from the sewer manhole to the units is approximately 100m.

Attachments

- 1) Site Location
- 2) Site Layout Dimensions
- 3) Site Layout Aerial View

ANNEX B

BASIS OF PAYMENT

** To Be Completed by the Bidder**

Financial Bid Submission Requirements

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

1. Firm Unit Price(s) – Contract Year: April 1, 2024 to October 31, 2026 inclusive.

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

ltem No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.1	Mobilization	Lump Sum	1	\$	\$
1.2	Occupied seasonal staff accommodation as described in Annex A – Statement of Work (April 1 – October 31)	Per Bed Per Month	1050	\$	\$
1.3	Unoccupied seasonal staff accommodations as described in Annex A – Statement of Work (November 1 – March 31)	Per Bed Per Month	500	\$	\$
A	Combined Estimated Total Firm Unit Price(s) Contract Year: April 1, 2024 to October 31, 2026 inclusive. (excluding applicable tax)				\$

2. Firm Unit Price(s) – Option Year One (1): November 1, 2026 to October 31, 2027 inclusive.

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

ltem No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
2.1	Occupied seasonal staff accommodation as described in Annex A – Statement of Work (April 1 – October 31)	Per Bed Per Month	350	\$	\$
2.2	Unoccupied seasonal staff accommodations as described in Annex A – Statement of Work (November 1 – March 31)	Per Bed Per Month	250	\$	\$
В	Con Option Year One (1): Novem	\$			

3. Firm Unit Price(s) – Option Year Two (2): November 1, 2027 to October 31, 2028 inclusive.

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

ltem No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
3.1	Occupied seasonal staff accommodation as described in Annex A – Statement of Work (April 1 – October 31)	Per Bed Per Month	350	\$	\$
3.2	Unoccupied seasonal staff accommodations as described in Annex A – Statement of Work (November 1 – March 31)	Per Bed Per Month	250	\$	\$
с	Combined Estimated Total Firm Unit Price(s) Option Year Two (2): November 1, 2027 to October 31, 2028 inclusive. (excluding applicable tax)				\$

4. Firm Unit Price(s) – Option Year Two (3): November 1, 2028 to October 31, 2029 inclusive.

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

ltem No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
4.1	Occupied seasonal staff accommodation as described in Annex A – Statement of Work (April 1 – October 31)	Per Bed Per Month	350	\$	\$
4.2	Unoccupied seasonal staff accommodations as described in Annex A – Statement of Work (November 1 – March 31)	Per Bed Per Month	250	\$	\$
D	Con Option Year Two (3): Novem	\$			

5. Firm Unit Price – Optional Services

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

Note: Canada will only pay for the demobilization rate at the end of the period of the Contract. Canada will not pay for mobilization and demobilization between each option year, if invoked.

ltem No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
5.1	Demobilization	Lump Sum	1	\$	\$
E	Combined Estimated Total Firm Unit Price(s) (excluding applicable tax)				\$

6. Estimated Total Combined Evaluated Price

The total evaluated price is the sum of Tables A through E.

ESTIMATED TOTAL COMBINED <u>EVALUATED</u> PRICE (A + B + C + D + E) \$ (excluding applicable tax)

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Notes:

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

ANNEX C

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- **1.1** 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.
- **1.2** 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.

Client Reference No.: N/A

ANNEX D

INDIGENOUS PARTICIPATION PLAN

PART A

1. **REPORTING REQUIREMENTS**

1.1 Indigenous Participation Plan Submission

The Contractor's Indigenous Participation Plan (IPP) should provide detail on sub-contracting, skills development, and employment activities. The plan must provide details on how each transaction will be carried out, the proposed objectives and schedule, required resources, any dependencies, and what benefits (employment, skills development, or other) will be provided.

1.2 Indigenous Participation Plan Monthly Report

The Contractor must provide a detailed report on a monthly basis detailing the benefits accomplished to date and a copy of the monthly report is required with each invoice submission. The Contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.

1.3 Indigenous Participation Plan Final Report

The Contractor must provide a detailed report on the Indigenous Participation accomplished throughout the project. This report must be provided to the Project Authority prior to Final Payment.

2. FINAL CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

- (a) The successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the Indigenous Participation Plan (IPP) portion of their bid. Supporting information (invoices, work logs, payroll receipts, etc.) must be provided by the Contractor prior to final payment.
- (b) The Contractor must indicate if any objectives were not met *and* identify why not.
- (c) Information provided may be subject to verification.
- (d) The IPP Certification and IPP Achievement Reports must be submitted prior to final payment with details how the Contractor met its' IPP guarantee.
- (e) Failure to comply with the request to submit the certification and report may result in the full penalty identified in Part B.

Example Achievement Table Format:

1. Achievement of Human Resources Plan				
Current % of Indigenous Labour = %				
Name & Position TitleOnsite Indigenous Employee HoursTotal Employee Hours				

Title:

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2. Achievement of Indigenous Business Plan	2. Achievement of Indigenous Business Plan						
Current % of Indigenous Subcontracting = %							
Subcontractor or Supplier Name Value of work Sub-contracted							
3. Achievement of Skills Development Plan							
Name & Position Title	Type of Training	Indigenous Training Hours					

CONTRACTOR CERTIFICATION

INDIGENOUS BENEFIT PLAN ACHIEVEMENT CERTIFICATION:				
PRINT NAME	SIGNATURE	DATE		
The Contractor certifies the complete.	e information contained in the ACHIE	EVEMENT TABLE is accurate and		

PART B INDIGENOUS PARTICIPATION PLAN NON-COMPLIANCE CONDITIONS

- 1. Under the provisions of the Contract, where the Contractor meets the IPP guarantees specified and certified in its bid, the Contractor will be paid the agreed contract price.
- 2. If the Contractor fails to fulfill their guarantee of the IPP, an amount of up to the assessed value of the guarantee may be deducted from the hold back provisions or final payment.
- 3. The amounts deducted will be determined based on the difference between the assessed value of the guarantee and the value of fulfilled portion of the guarantee.
- 4. For the purposes of the deduction calculation in situations where a guarantee is a percentage of the Contract Value, the "Contract Value" is calculated as the final contract value including all amendments to the original award amount unless identified as being excluded from the IPP calculation at the time of amendment or amendment negotiation.
- 5. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
- 6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
- 7. Canada reserves the right, at their sole discretion, to reduce or eliminate amounts withheld if it can be clearly demonstrated that significant efforts were made to meet the IPP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

Client Reference No.: N/A

ANNEX E

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 he	Completed
General	Description		lo ne	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:	
oignataio.	 -

Date: _____

N/A

Client Reference No.:

ANNEX F TO PART 4 OF THE BID SOLICITATION

TECHNICAL EVALUATION

1. Technical Bid Format

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the bid, <u>Canada strongly requests that bidders address and</u> present topics in the order of the evaluation criteria under the same headings.

To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Bidder is advised to pay careful attention to the wording used throughout this Request for Proposal (RFP). Failure to satisfy a term or condition of this RFP may result a bid being deemed non-responsive.

All information required for evaluation purposes must be included directly in the Bidder's technical bid. The evaluation team cannot consider information not provided directly in the technical bid (e.g. links to additional website content, references checks, etc.).

2. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical criteria below.

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet <u>all</u> of the mandatory technical criteria.

Bids declared non-responsive to the mandatory technical criteria will be given no further evaluation.

Item	Evaluation Criteria	Met / Not Met		Remarks / Notes	
No.		**To Be Completed by Evaluation Team**			
3.1	The Bidder must provide the trailer floor plan, that will form part of this bid.	□ Met	□ Not Met		
3.2	The Bidder must provide a layout plan of the trailers on site, demonstrating that trailer separation as per the national building code has been met on Attachment 2 and 3.	□ Met	□ Not Met		

Bids that do not demonstrate and meet all of the mandatory technical criteria will be given no further evaluation.

ANNEX G TO PART 4 OF THE BID SOLICITATION

INDIGENOUS PARTICIPATION PLAN

PART A INFORMATION

1. Preamble

The Contractor should attempt to provide specific and agreed upon benefits for Indigenous People and Indigenous Firms in the Area of the Contract.

Due to the location of the work to be completed in Jasper National Park, this may include, but is not limited to: Alexis Nakota Sioux Nation, Aseniwuche Winewak Nation of Canada, Bighorn Chiniki Stoney Nation, Enoch Cree Nation #440, Ermineskin Cree Nation, Foothills Ojibway First Nation, Horse Lake First Nation, Kelly Lake Cree Nation, Lac Ste. Anne Community Association, Louis Bull First Nation, Métis Nation of Alberta Association - Region 4, Métis Nation British Columbia (MNBC), Mountain Cree (Smallboy's Camp), Mountain Métis, Nakcowinewak Nation of Canada, Paul First Nation, Samson Cree Nation, Simpcw First Nation, Stoney Nakoda Nation, Sucker Creek First Nation, Sunchild First Nation, Swan River First Nation.

2. **Indigenous Participation Plan**

The Contractor should submit the Indigenous Participation Plan for Canada's approval with their tender package as outlined in the additional document attachments.

2.1 **Requirements for Bidders**

In order to receive points for any Indigenous Participation Plan provided, the Bidder's proposal must include a clear description of the minimum amount of Indigenous Participation guaranteed during the period of the project and must describe how the Bidder will address the contractual requirements of this procurement for the inclusion of Indigenous labour, Indigenous training and the sub-contracting of Indigenous Firms in the Area of the Contract.

Sufficient detail must be included in the Indigenous Participation Plan to allow Canada to assess the value and quality of the proposed Indigenous Participation as well as the probability of the Bidder meeting each of the outlined objectives.

3. **Reporting Requirements**

3.1 **Indigenous Participation Plan Submission**

The Contractors Indigenous Participation Plan must provide detail on sub-contracting, skills development, and employment activities. The plan must provide details on how each transaction will be carried out, the proposed objectives and schedule, required resources, any dependencies, and what benefits (employment, skills development, or other) will be provided. The plan must provide details on how the contractor will ensure a culturally appropriate and respectful environment.

3.2 **Indigenous Participation Plan Monthly Report**

The Contractor must provide a detailed report on a monthly basis detailing the benefits accomplished to date and a copy of the monthly report is required with each invoice submission. The Contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.

3.3 Indigenous Participation Plan Final Report

The Contractor must provide a detailed report on the Indigenous Participation accomplished throughout the project. This report must be provided to the Project Authority prior to Final Payment.

PART B EVALUATION CRITERIA

1. Evaluation & Assessment of IPP

A total of up to 100 points will be awarded for the inclusion of an Indigenous Participation Plan (IPP). This will be worth 15% of the total bid evaluation.

For a bid to be assigned points for guarantees made in respect of any IPP bid criteria, the Bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached Guarantee Table to supplement the IPP submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IPP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Bidders will be held to guarantees/ certifications made under their IPP, regardless of the points achieved under the evaluation of the IPP bid criteria.

Canada reserves the right to verify any information provided in the IPP guarantee and that untrue statements may result in the tender being declared non-responsive.

BID CRITERIA Canada reserves the right to confirm validity of all declarations/ guarantees.	TOTAL AVAIL. POINTS
 1. HUMAN RESOURCES PLAN: Bidders will be evaluated on their firm guarantee to hire, use and retain Indigenous people from the Area of the Contract in carrying out the work. Additionally, bidders will be evaluated on their commitment to provide a mandatory Indigenous Awareness and Cultural Competence Training for non-Indigenous employees at no additional cost under this Contract. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff. A set number of points will be awarded for the Indigenous Awareness and Cultural Competence Training portion of the Human Resources plan. Indigenous Employment Labour % portion: Percentages should be supported by a list of specific positions, categories, overall percentage of labour, retention of indigenous staff during the contract period, value or cost of labour, labour hours and the total project hours that may or will be staffed by onsite Indigenous employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable. Total guaranteed Indigenous Employment/Labour % of Contract:% 	30 Points

N/A

Client Reference No.:

Bidder <u>must demonstrate</u> how they will meet their Labour %. Simply indicating a "%" commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.

Provision of Indigenous Awareness and Cultural Competence Training Portion:

Three (3) points will be awarded for the contractor commitment to provide Indigenous Awareness and Cultural Competence Training. For these points to be awarded the plan must provide details on the training, such as its length, objectives, and themes linked to Reconciliation and Jasper's local context, for instance:

- Numbered Treaties;
- Indigenous History, past and present;
- Indigenous Resilience and the impacts of Residential Schools and the 60s scoop;
- Cultural Competence and Building Respectful Relationships in a multicultural context;
- Reconciliation;
- Indigenous and western world views in knowledge-sharing and decision-making;
- Indigenous self-governance.

Each responsive bid will be prorated against the bidder proposing the highest % of proposed guaranteed Indigenous Employment, with the proposal committing to the highest number of labour hours combined with the provision of a mandatory Indigenous Awareness and Cultural Competence Training for non-Indigenous employees receiving full points.

	Bidder 1	Bidder 2	Bidder 3
Proposed guaranteed Indigenous Position #1 hours	150	100	150
Proposed guaranteed Indigenous Position #2 hours	250	210	50
Total proposed guaranteed Indigenous hours	400	310	200
Total estimated hours required for project	1000	950	900
Proposed guaranteed Indigenous Employment/Labour % of Contract	40%	34%	22%
Calculation of points for Indigenous Employment /Labour % portion	40%/40% = 100% of 27 points available = 27 points	• • • • • • • • • • • • • • • • • • • •	22%/40% = 55% of 27 points

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			available=14.85 points		
Provision of Indigenous Awareness and Cultural	0 m cinto	0 mainte	2 mainte		

Awareness and Cultural Competence Training Portion	3 points	0 points	3 points	
Calculation of total points	27 points + 3 points = 30 points total	22.95 points + 0 points = 22.95 points total	14.85 points + 3 points = 17.85 points total	
If only one bidder makes a co Employment, points will be as economic benefit to the Area	ssigned, at Canada's			
2. INDIGENOUS BUSINESS	PLAN:			
Bidders will be evaluated on t services or the procurement of Communities as defined in th	of supplies and equip			
Note: if the Prime Contractor subcontracting costs qualify a				
Points awarded should be supported by a list of specific sub-contractors or suppliers that may or will be used by the Contractor and will be confirmed during activities based on supporting documentation provided by the Contractor.				
Total guaranteed Indigenous Subcontractors/ Suppliers % of Contract: %				
 Percentages <u>must be supported</u> by a list of specific subcontractor/ suppliers that can be confirmed as Indigenous subcontractors. Verification of Indigenous businesses may be made through: Indigenous Services Canada (ISC) Indigenous Business Directory; <u>https://www.sac-isc.gc.ca/rea-ibd;</u> A list provided by the local First Nations, if applicable. 				40 points
Each responsive bid will be p proposed guaranteed Indigen to the highest number of labo	ous Subcontractors/	Suppliers, with the p		
	Bidder 1	Bidder 2	Bidder 3	

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Contracting Authority: Daniel Nguyen

> 30 Points

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Proposed guaranteed Indigenous supplier spend \$	\$3000	\$2000	\$500
Total proposed guaranteed Indigenous subcontracting and supplier spend \$	\$5000	\$3000	\$2000
Total project cost (bid price) \$	\$10000	\$9000	\$8000
Proposed guaranteed Indigenous Subcontractors/Suppliers % of Contract	50%	33%	25%
Calculation of points	50%/50% = 100% of total points available	33%/50% = 66% of total points available	25/50% = 50% of total points available

If only one bidder makes a commitment with respect to guaranteed Indigenous Employment, points will be assigned, at Canada's discretion, based on the assessed socioeconomic benefit to the Area of the Contract.

3. SKILLS DEVELOPMENT PLAN (TRAINING):

Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Indigenous peoples from the Area of the Contract at no additional cost under this Contract. "Training and Apprenticeship" is considered delivered when the receiving individuals are registered and acquiring certifiable work skills. This is typically achieved through an independent third party certification process.

Training hours committed must be supported by a list of specific training that will be provided, value of training, number of hours committed and the applicable resulting certification achieved.

Trade Apprenticeship and Trade Skills Development hours must count toward Red Seal Trade Certification in order to count. Health and Safety Training Hours must be accredited through a third party certification process in order to count. Bidders that commit to Trade Apprenticeship and Trade Skills Development hours, will earn a multiplier of 1.5 hrs for every one (1) hour proposed for scoring of "Calculated Number of Trades Apprenticeship and Trade Skills Development Hours".

To establish the total training score, "Health and Safety Hours", and "Calculated Number of Trade Apprenticeship and Trade Skills Development Hours" will be added together. Each responsive bid will be prorated against the bidder proposing the highest number of total training hours, with the proposal committing to the highest number of training hours receiving full points.

Amendment No.: 00 Contracting Authority: Daniel Nguyen

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Title: Seasonal and Temporary Staff Accommodations – Jasper National Park, AB

	Bidder 1	Bidder 2	Bidder 3	
Proposed number of Health & Safety Training Hours certified through a recognized third party organization	20 hours	35 hours	60 hours	
Proposed number of Trade Apprenticeship and Trade Skill Development Hours	100 hours	50 hours	0 hours	
Calculated number of Trade Apprenticeship and Trade Skills Development Hours (with 1.5 multiplier – for scoring purposes only)	100 hours * 1.5= 150	50 hours * 1.5 = 75	0 hours * 1.5 =0	
Total number of training hours proposed	170 hours	110 hours	60 hours	
Calculation of points	170/170 = 100% of total points available	110/170 = 65% of total points available	60/170 = 35% of total points available	
If only one bidder makes a commitment with respect to delivery of on-the-job training and apprenticeship programs, points will be assigned, at Canada's discretion, based on the assessed socio-economic benefit to the Area of the Contract.				
TOTAL POSSIBLE POINTS				

3. Bidder Guarantee and Certification

- 1. Information provided may be subject to verification.
- 2. For follow-up purposes, the communities may receive copies of the contractors Indigenous Participation Plan and periodically receive performance monitoring results.
- 3. Bidders will be held to guarantees/ certifications made under their Indigenous Participation Plan, regardless of the points achieved under the evaluation of the IPP evaluation criteria.
- 4. By submitting a bid, the Bidder certifies its IPP guarantee for contracting submitted with its bid is accurate and complete. The Bidder acknowledges and confirms that any commitments or guarantees in its bid for this contract are covenants under the Contract.

Example Guarantee Table Format:

1. Human Resources Plan			
Guaranteed % of Indigenous Labour = %			
Name & Position Title (Provide name(s) where possible)	Onsite Indigenous Employee Hours	Total Employee Hours	
Bidders to include the # of hours to be worked, categories, overall percentage of labour, labour hours and the total project hours.			
2. Indigenous Business Plan			
Guaranteed % Indigenous Subcontracting = %			
Subcontractor or Supplier Name	Value of work to be Sub-contracted		
3. Skills Development Plan			
Name & Position Title (Provide name(s) where possible)	Type of Training	Indigenous Training Hours	
Bidders MUST include type of training and hours of training.			

Client Reference No.: N/A

ANNEX H TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

** to be completed by the bidder **

Requirements

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

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

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

Supplier Information

Organizational Structure: Supplier's Legal Address:	 () Corporate Entity () Privately Owned Corporation () Sole Proprietor () Partnership 		
City:	Province / Territory:	Postal Code:	

List of Names

Name	Title

Solicitation No.: 5P420-23-0188/A	Amendment No.: 00	Contracting Authority: Daniel Nguyen		
Client Reference No.: N/A	Title: Seasonal and Temporary S	Title: Seasonal and Temporary Staff Accommodations – Jasper National Park, AB		

Declaration

١,	, (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: _____

N/A

Client Reference No.:

ANNEX I TO PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

** to be completed by the bidder **

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-1</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the **Yes**()**No**() terms of the Work Force Adjustment Directive?

If so, the Bidder must provide the following information:

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

ANNEX J TO PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

** to be completed by the bidder **

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
 - A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- () A5.1 The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC – Labour.

OR

() A5.2 The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC – Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC – Labour.

B. Check only one of the following:

() B1. The Bidder is not a Joint Venture.

OR

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() B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification. (Refer to the Joint Venture section of the Standard Instructions)