



**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](mailto: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, Alberta

|   |                              |
|---|------------------------------|
| <b>Title:</b><br>Fencing Installation – Sidney Island |                              |
| <b>Solicitation No.:</b><br>5P420-24-0017/A           | <b>Date:</b><br>May 31, 2024 |
| <b>Client Reference No.:</b><br>N/A                   |                              |
| <b>GETS Reference No.:</b><br>N/A                     |                              |

|  |                                 |
|--|---------------------------------|
| <b>Solicitation Closes:</b><br><b>At: 1400 Hours</b><br><b>On: June 27, 2024</b> | <b>Time Zone:</b><br><b>MDT</b> |
|--|---------------------------------|

|  |                                   |
|--|-----------------------------------|
| <b>F.O.B.:</b><br>Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> |                                   |
| <b>Address Enquiries to:</b><br>Terry Imm  |                                   |
| <b>Telephone No.:</b><br>250-837-1659  | <b>Fax No.:</b><br>1-866-246-6893 |
| <b>Email Address:</b><br><a href="mailto:Terry.lmm@pc.gc.ca">Terry.lmm@pc.gc.ca</a>  |                                   |
| <b>Destination of Goods, Services, and Construction:</b><br>See Herein   |                                   |

**TO BE COMPLETED BY THE BIDDER**

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

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## **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.**

The only acceptable email address for responses to the bid solicitation is [soumissionsouest-bidswest@canada.ca](mailto:soumissionsouest-bidswest@canada.ca). Bids submitted by email directly to the Contracting Authority or to any email address other than [soumissionsouest-bidswest@canada.ca](mailto:soumissionsouest-bidswest@canada.ca) will not be accepted.

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

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

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

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

### **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. 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. Mandatory Site Visit**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for three (3) site visits to be held at Sidney Island. Bidders are to meet at the Sidney Operations Centre, address: 2220 Harbour Road, Sidney B.C. on either June 11, 2024, June 13, 2024, or June 17, 2024 Bidders are to confirm which site visit date they are attending. The site visits will begin at 09:00 Hours PDT.

Site Visit A:  
June 11, 2024  
Beginning at 9:00 PDT

Site Visit B:  
June 13, 2024  
Beginning at 9:00 PDT

Site Visit C:  
June 17, 2024  
Beginning at 9:00 PDT

Parks Canada will arrange for transportation to Sidney Island and on Sidney Island. Seasonally appropriate outdoor clothing will be required. Bidders should expect to be back at the Sidney Operations Centre within 5-6 hours of initial departure.

Bidders must communicate with the Contracting Authority no later than June 7, 2024 to confirm attendance and which site visit (A, B, or C) they will be attending, as well as provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. 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 [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](#) (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.

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

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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 3 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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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 British Columbia.

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

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

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

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

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

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

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

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

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

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



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

### **4.1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1. Technical Evaluation**

##### **4.1.1.1. Mandatory Technical Criteria**

Technical bids will be evaluated against the mandatory technical evaluation criteria at **Annex E to Part 4 of the Bid Solicitation**.

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

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

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

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

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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.

### **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. 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](#), must provide the information requested at **Annex F 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 G to Part 5 of the Bid Solicitation** prior to contract award.

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### **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 [Employment and Social Development Canada \(ESDC\) – Labour's](#) 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.

### **5.2.4 Additional Certifications Precedent to Contract Award**

#### **5.2.4.1 Status and Availability of Resources**

*SACC Manual* Clause [A3005T](#) (2010-08-16), Status and Availability of Resources

#### **5.2.4.2 Education and Experience**

*SACC Manual* Clause [A3010T](#) (2010-08-16), Education and Experience

Additional certifications required for evaluation of the technical bid (e.g. CV's/résumés, references) are to be included in Section I: Technical Bid

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## **PART 6 – 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 are **NO SECURITY REQUIREMENTS** as long as the contractor has no access to protected or classified information or sensitive assets\* and is treated as a visitor and **MUST BE escorted at all times** if work must be performed inside operational zones or restricted non-public areas such as PCA compounds or buildings.

*\*Sensitive assets may include: cash, artefacts, firearms, explosives, keys, vehicles, historic sites and bldgs., electronic equipment, IT networks, critical installations and systems, etc.*

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

### **6.2. 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 [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.

#### **6.3.1. General Conditions**

[2010C](#) (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 date of Contract to **July 31, 2025** inclusive.

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## 6.5. Authorities

### 6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Terry Imm  
Contracting Officer  
Parks Canada Agency  
National Contracting Services  
Chief Financial Officer Directorate  
Suite #720, 220 – 4<sup>th</sup> Avenue S.E.  
Calgary, Alberta T2G 4X3

Telephone: 250-837-1659  
E-mail address: [Terry.Imm@pc.gc.ca](mailto:Terry.Imm@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 \*\*

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

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## 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 – Firm Price

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

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

### 6.7.2. Progress Payments – Not Subject to Holdback

6.7.2.1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to the amount claimed and approved by Canada if:

- (a) an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) the amount claimed is in accordance with the basis of payment.

6.7.2.2. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

## 6.8. Invoicing Instructions - Progress Payment Claim - Supporting Documentation required

6.8.1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Each invoice must show:

- (a) the percentage of work completed;

6.8.2. Invoices must be distributed as follows:

- (a) One (1) copy must be forwarded electronically to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

6.8.3. The Contractor must not submit invoices until all work identified in the invoice is completed.

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## 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.

### 6.10. 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) [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, Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (g) The Contractor's bid dated **\*\*\* to be inserted at contract award \*\*\***.

### 6.12. SACC Manual Clauses

[A1009C](#) (2008-05-12), Work Site Access  
[A9068C](#) (2010-01-11), Government Site Regulations  
[B6802C](#) (2007-11-30), Government Property  
[B9028C](#) (2007-05-25), Access to Facilities and Equipment

### 6.13 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.

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## **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 section 7.0 at **Annex A** Statement of Work section titled "Optional Services". Optional Services 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.

## **6.16. Replacement of Specific Individuals**

**6.16.1** If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

**6.16.2** If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a. the name, qualifications and experience of the proposed replacement; and
- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

**6.16.3** The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## **6.17 Specific Person(s)**

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: **\*\*\* to be inserted at contract award \*\*\***.



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## **ANNEX A**

### **STATEMENT OF WORK**

The Statement of Work is included under separate attachment (5P420-24-0017\_SOW.pdf).

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## ANNEX B

### BASIS OF PAYMENT

**\*\* to be completed by the Bidder \*\***

#### Financial Bid Submission Requirements

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

#### 1. Firm Price - Contract Required Services

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a firm price in Canadian funds for all costs, 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.

|     |  |    |
|-----|--|----|
| (A) | <b>REQUIRED SERVICES<br/>TOTAL FIRM PRICE<br/>(excluding applicable tax)</b> | \$ |
|-----|--|----|

#### 2. Firm Unit Price(s) – Optional Services

For Optional Services in section 7.0 of Annex A – Statement of Work:

If exercised, 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 for all costs, 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 - Optional Services* as defined.

| Item No. | Description   | Unit of Measurement | Estimated Quantity (EQ) | Firm Unit Price(s) (PU) | Extended Total(s) (EQ x PU) |
|----------|---|---------------------|-------------------------|-------------------------|-----------------------------|
| B.1      | Fencing Supply, Installation & Removal -- as per Annex A – Statement of Work                    | KM                  | 5                       | \$                      | \$                          |
| B.2      | Vehicle Gate Installation & Removal   | Per Day             | 10                      | \$                      | \$                          |
| (B)      | <b>OPTIONAL SERVICES<br/>ESTIMATED TOTAL FIRM UNIT BID PRICE<br/>Excluding Applicable Taxes</b> |                     |                         |                         | \$                          |

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**3. Estimated Total Combined Evaluated Bid Price**

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

|   |           |
|---|-----------|
| <b>ESTIMATED TOTAL COMBINED <u>EVALUATED</u> BID PRICE<br/>(A + B)<br/>(excluding applicable tax)</b> | <b>\$</b> |
|---|-----------|

**Notes:**

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

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## **ANNEX C**

### **INSURANCE REQUIREMENTS**

#### **Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - 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 the Parks Canada Agency.
  2. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  3. 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.
  4. 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.
  5. 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.
  6. 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.
  7. Employees and, if applicable, Volunteers must be included as Additional Insured.
  8. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  9. 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.
  10. 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.
11. 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.

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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.

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

|                         |
|-------------------------|
| <b>Location of Work</b> |
|-------------------------|

|  |
|--|
| <b>General Description of Work to be Completed</b> |
|--|

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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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## ANNEX E TO PART 4 OF THE BID SOLICITATION

### TECHNICAL EVALUATION

#### 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, **Canada strongly requests that bidders address and 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 Quotation (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.).

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

| Item No. | Evaluation Criteria   | Met / Not Met                                 |                                  | Remarks / Notes |
|----------|---|---|----------------------------------|-----------------|
|          |   | <b>**To Be Completed by Evaluation Team**</b> |                                  |                 |
| 1.1      | The bidder must identify the name of the person who will function as the team lead for the contractor during this work. |   |                                  |                 |
| 1.1.1    | <b>The bidder provided the name of the Project Team Lead</b>  | <input type="checkbox"/> Met                  | <input type="checkbox"/> Not Met |                 |

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| Item No. | Evaluation Criteria  | Met / Not Met                                 |                                  | Remarks / Notes |
|----------|--|---|----------------------------------|-----------------|
|          |  | <b>**To Be Completed by Evaluation Team**</b> |                                  |                 |
| 1.2      | The bidder must demonstrate, by providing supporting documentation, that the team lead has 2 years of experience within the last 5 years leading a team of 3-12 people in outdoor, labour-oriented work. |   |                                  |                 |
| 1.2.1    | The bidder has provided documentation that the team lead has 2 years of experience within the last 5 years leading a team of 3-12 people in outdoor, labour oriented work                                | <input type="checkbox"/> Met                  | <input type="checkbox"/> Not Met |                 |

| Item No. | Evaluation Criteria   | Met / Not Met                                 |                                  | Remarks / Notes |
|----------|---|---|----------------------------------|-----------------|
|          |   | <b>**To Be Completed by Evaluation Team**</b> |                                  |                 |
| 1.3      | The bidder must provide contact information for two (2) previous clients that provide positive references for the bidder, for work with similar or larger crew size that was conducted in the past 3 years, on work of a similar nature (outdoors, labour). |   |                                  |                 |
| 1.3.1    | The bidder provided contact information for two (2) previous clients that provide positive references for the bidder, for work with similar or larger crew size that was conducted in the past 3 years, on work of a similar nature (outdoors, labour).     | <input type="checkbox"/> Met                  | <input type="checkbox"/> Not Met |                 |

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



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

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

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

#### Supplier Information

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

#### List of Names

| Name | Title |
|------|-------|
|      |       |
|      |       |
|      |       |
|      |       |
|      |       |

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|  |  |
|--|--|
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|  |  |
|  |  |

**Declaration**

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

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

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

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

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## ANNEX G TO PART 5 OF THE BID SOLICITATION

### FORMER PUBLIC SERVANT

**\*\* to be completed by the Bidder \*\***

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

#### Definitions

For the purposes of this clause,

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

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

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

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

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

|   |
|---|
| As per the above definitions, is the Bidder a FPS in receipt of a pension? <b>Yes</b> ( <input type="checkbox"/> ) <b>No</b> ( <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? <b>Yes ( ) No ( )</b> |
|---|

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.