



**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, AB

<b>Title:</b> Waste Hauling Services – Jasper National Park, AB	
<b>Solicitation No.:</b> 5P420-23-0395/A	<b>Date:</b> June 10, 2024
<b>Client Reference No.:</b> N/A	
<b>GETS Reference No.:</b> N/A	

<b>Solicitation Closes:</b> <b>At: 14:00</b> <b>On: July 5, 2024</b>	<b>Time Zone:</b> <b>MDT</b>
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<b>F.O.B.:</b> Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
<b>Address Enquiries to:</b> Mandelle Waddell	
<b>Telephone No.:</b> 403-585-7724	<b>Fax No.:</b> 1-866-246-6893
<b>Email Address:</b> <a href="mailto:mandelle.waddell@pc.gc.ca">mandelle.waddell@pc.gc.ca</a>	
<b>Destination of Goods, Services, and Construction:</b> 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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**Contracting Authority:**  
Mandelle Waddell

**Client Reference No.:**  
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**Title:**  
Waste Hauling Services – Jasper National Park, AB

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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.

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

### **Indigenous Participation Plan**

The Contractor should ensure provision of specific and agreed upon benefits for Indigenous People and Indigenous Businesses in the Area of the Contract.

This Request for Proposal contains bid criteria in order to provide socioeconomic benefits to Indigenous communities within the area covered by the contract.

### **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. 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 on **June 18, 2024** at **13:00 MDT**. Interested bidders are to meet at the Jasper Transfer Station which is located on the Yellowhead Highway 16, 8km west of the Jasper Townsite.

Bidders are requested to communicate with the Contracting Authority no later than **June 17, 2024** 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 [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 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 [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: Indigenous Participation Plan (IPP) Bid  
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 Plan Bid**

As part of their IPP bid, Bidders should explain and demonstrate how they propose to incorporate Indigenous Benefits in carrying out 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.



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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 F to Part 4 of the Bid Solicitation**.

##### **4.1.1.2. Indigenous Participation Plan Evaluation**

The Indigenous Participation Plan bids will be evaluated against the Indigenous participation evaluation criteria at **Annex G to Part 4 of the Bid Solicitation**.

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

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

### **4.2. Basis of Selection – Highest Combined Rating of Indigenous Participation Plan (10%) and Price (90%)**

#### **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 and price. The ratio will be 10% for the Indigenous participation and 90% for the price.

#### **4.2.4** To establish the Indigenous participation 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 10%.

#### **4.2.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 90%.

#### **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 10 / 90 ratio of IPP and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000.

**Basis of Selection – Highest Combined Rating Indigenous Participation (10%) and Price (90%)**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Indigenous Participation Score</b>		73/100	91/100	64/100
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Indigenous Participation Score</b>	$73/100 \times 10 = 7.3$	$91/100 \times 10 = 9.1$	$64/100 \times 10 = 6.4$
	<b>Pricing Score</b>	$45/55 \times 90 = 73.64$	$45/50 \times 90 = 81.00$	$45/45 \times 90 = 90.00$
<b>Combined Rating</b>		80.94	90.10	96.40
<b>Overall Rating</b>		3 <sup>rd</sup>	2 <sup>nd</sup>	1 <sup>st</sup>

Company 3 is the successful Bidder.

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

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

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

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

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

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

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

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.html) website (<https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.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 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 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.

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

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

### **6.1. 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** and the Contractor's technical bid dated **\*\* to be inserted at contract award\*\***.

### **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.

##### **6.3.1.1. Compliance with On-site Measures, Standing Orders, Policies, and Rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### **6.4. Term of Contract**

#### **6.4.1. Period of the Contract**

The period of the Contract is from August 1, 2024 to June 30, 2025 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 period(s) 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.

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## **6.5. Authorities**

### **6.5.1. Contracting Authority**

The Contracting Authority for the Contract is:

**Mandelle Waddell**

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

Telephone: 403-585-7724

E-mail address: [mandelle.waddell@pc.gc.ca](mailto:mandelle.waddell@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.

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### 6.5.3. Contractor's Representative

The Contractor's Representative for the Contract is:

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

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

### 6.6. 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: Cost Reimbursable – Limitation of Expenditure

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

#### 6.7.2. 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

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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 Payments**

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

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

### **6.8. 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.

Each invoice must be supported by:

- a. A copy of the monthly hauling and disposal report, showing number of bins collected and volume/weight of waste disposed; and
- b. A copy of the monthly Indigenous Participation Plan (IPP) Certification and IPP Achievement Reports, as per Annex D, if applicable.

**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



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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) 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
- [A9068C](#) (2010-01-11) Government Site Regulations
- [B6802C](#) (2007-11-30) Government Property
- [B9028C](#) (2007-05-25) Access to Facilities and Equipment
- [A9039C](#) (2008-05-12) Salvage

#### **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.

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## ANNEX A

### STATEMENT OF WORK

#### 1. Background

Jasper, Alberta is a community of approximately 4200 permanent residents in Jasper National Park. All residential and commercial waste must be transported from the existing Jasper Transfer Station (JTS) to the West Yellowhead Regional Waste Management Authority (WYRWMA). The JTS is located approximately 6km east of the Jasper townsite along HWY 16, while the WYRWMA is located approximately 70 km east along HWY 16 from Jasper, in the Hinton area. The coordinates of the JTS are Lat: 52.935773°, Long: -118.039959°.

This contract is for the hauling of unsorted, non-municipal solid waste which is brought to the JTS by the waste generator, typically businesses. This largely constitutes commercial construction debris and waste, cardboard, residential mattresses, and road fatality animal carcasses.

Most of Jasper's municipal solid waste (MSW) is collected in bins inside the townsite, hauled to the JTS and then hauled to WYRWMA. This contract does not cover this hauling.

Parks Canada Agency, Jasper National Park is the current operator of the JTS.

#### 2. Objective

To provide roll-off waste collection bins at the Jasper Transfer Station for collection of commercial and residential waste to be hauled to the WYRWMA on an 'as and when needed basis". Including separate specialty bins for mattresses, cardboard, and animal carcasses. Plastic, glass, hazardous materials, and metal recyclables are not a part of this scope of work.

#### 3. Scope of Work

The Contractor is responsible for the following:

- 3.1 Contractor to determine the required bin sizes based on the historic waste weight data provided and site characteristics for each bin location to:
  - 3.1.1 Develop hauling schedule based on historical data provided and supply the required number of bins to ensure waste does not over accumulate within the transfer station.
  - 3.1.2 Minimize number of hauling trips such that they are maximizing the weight hauled per trip.
  - 3.1.3 Ensure the appropriate number of bins are on site to collect waste.
  - 3.1.4 Ensure no bins become overloaded beyond their capacity.
  - 3.1.5 Monitor bins to ensure waste does not exceed bin limitations.
  - 3.1.6 Ensure that all waste can be contained within all bins at all times.
  - 3.1.7 Provide replacement bins at the time of hauling full bins.
  - 3.1.8 Contractor to haul away any bins at Parks Canada's request, as deemed necessary by the Parks Canada Agency Representative

- 3.1.9 Parks Canada reserves the right to request the removal of the bins when it has reached at least 80% of its capacity by volume. The contractor is to respond to this request within 48 hours.
- 3.2 Work includes the delivery, placement, and maintenance of a minimum of the following:
- 3.2.1 Provide at least three (3) roll-off waste collection bins in appropriate sizes as determined by the contractor best fits the characteristics of the transfer station locations and type of waste being collected; and
- 3.2.2 Provide one (1) covered leak-proof bin for animal carcasses, complete with a disposable liner to alleviate carcass freezing (to be replaced by Contractor each time it is dumped)
- 3.2.3 Provide one (1) covered container for mattress collection.
- 3.2.4 Provide one (1) covered collection bins for cardboard.
- 3.3 During Transfer Station operating hours there must always be three or more miscellaneous waste bins on-site with capacity to accept waste. The number of bins required to achieve this will depend on volume of waste generated and Contractor's frequency of hauling. Bins will accept mixed residential and commercial waste and must be hauled on an "as and when needed" basis. Contractor must monitor bin fullness on a regular basis and ensure necessary empty bins are always in place. It is the Contractor's responsibility to determine the hauling schedule in order that the bins do not overflow and that full bins are immediately replaced with empty ones. Bins will be no less than  $\frac{3}{4}$  full when hauled to avoid unnecessary hauling.
- 3.4 A leak-proof and covered bin must be provided by the Contractor for animal carcasses. Bin shall be covered to prevent access by scavengers and leak proof to contain liquid waste from decomposing animals. This bin will be complete with a disposable liner to alleviate carcasses freezing to bins, this liner shall be replaced by the Contractor each time it is replaced. Parks Canada will be responsible for notifying Contractor when this bin is ready to be hauled. Historically, this is two-three (2-3) times per year. Within forty-eight (48) hours of request by Parks Canada, bin must be hauled and replaced.
- WYRWMA requires written approval on the appropriate form twenty-four (24) hours in advance for this "special waste". The contractor must coordinate with Parks Canada Transfer Station staff to ensure this approval is given, before hauling.
- 3.5 To provide a covered bin for mattress collection. Bin must be covered to prevent mattresses from being waterlogged. Bin must have a door or open end to allow customers to load mattresses into the bin. If mattresses are left outside the bin, it will be contractor's responsibility to load mattresses into the bin. The Contractor must keep mattress container area neat and load bin to maximize the number of mattresses per load. Historically, mattresses are hauled fifteen-twenty (15-20) times per year.
- WYRWMA requires written approval on the appropriate form twenty-four (24) hours in advance for this "special waste". The contractor must coordinate with Parks Canada Transfer Station staff to ensure this approval is given, before hauling.
- 3.6 On special occasion, Contractor may be requested to place bins at alternate locations within the park - i.e., town clean-up days.
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- 3.7 Contractor must visually inspect mixed waste bin contents before hauling. If mattresses, vehicle tires or other special wastes are visible, the Transfer Station operator will be notified immediately and provided an opportunity to remove said items.

#### **4. Contractor Responsibilities**

- 4.1 In carrying out their duties, the Contractor must follow with environmental measures, compliant with any federal, municipal, and provincial requirements.
- 4.2 Contractor must ensure bins are fully contained (covered) when hauling to prevent escape of any waste while in transit.
- 4.3 Contractor must manage all repairs/replacements of garbage bins. Parks Canada is not liable for any damages to bins during normal operation or transportation.
- 4.4 Contractor must ensure all equipment is in good working order and free of leaks or drips, otherwise new equipment shall be provided.
- 4.5 Contractor must ensure that bin loading area remains clean and that any debris resulting from bin overflow is collected and placed in bins each time bins are moved.
- 4.6 Contractor must provide the weigh tickets to Parks Canada Project Authority for any landfill tipping fees that Parks Canada covers directly in 5.7.

#### **5. Parks Canada Agency's Responsibilities**

- 5.1 To provide a suitable location for placement of bins.
- 5.2 To provide ongoing instruction to residential and commercial waste generators on acceptable waste materials.
- 5.3 To advise Contractor when unusually large waste volumes are expected or received (i.e., town/Parks clean-up days, special occasions)
- 5.4 To maintain facility security.
- 5.5 To maintain and operate the Transfer Station scale house.
- 5.6 To maintain the Transfer Station access road.
- 5.7 Payment of tipping fees for waste deposited at WYRWMA.

#### **6. Transfer Station Operating Hours**

The Contractor will have twenty-four (24) hour site access to the Jasper Transfer Station.

The Transfer Station is a fenced compound and public access is limited.

Public Hours of Operation are currently:

8:00 a.m. – 5:00 p.m.: Tuesday- Friday

8:30a.m. - 12:30 p.m.: Saturday.

Closed: Saturday afternoon, Sunday, and Monday

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## Appendix A – Bin Hauling Record for Jan 2022 to Dec 2022

### Summary Info

Total trips Jan 2023 to Dec 2023: 153  
Total Weight (kg/tons): 538.62 tons (1,000 kg's)  
Average Monthly # Trips: 17.33  
Average Weight(kg)/trip: 3,520 kg / 3.52 tons  
Animal Carcass Bins Hauled: 1  
Cardboard Bins Hauled: 8  
Total number of Mattresses: 228

Month	Tipping/ Wt (tons)	Hauling Trips	Avg Wt (tons) / trip	# of Mattresses	Cardboard Trips
Jan-22	49.47	11	4.50	25	0
Feb-22	19.51	6	3.25	25	0
Mar-22	35.46	11	3.22	0	2
Apr-22	55.48	10	5.55	20	0
May-22	54.08	10	5.41	50	0
Jun-22	53.36	12	4.45	25	1
Jul-22	33.48	10	3.35	33	1
Aug-22	42.76	18	2.38	0	1
Sep-22	74.31	18	4.13	23	1
Oct-22	51.01	17	3.00	0	1
Nov-22	44.73	18	2.49	27	0
Dec-22	25.03	12	2.09	0	1

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## Appendix B – Bin Hauling Record for Jan 2023 to Dec 2023

### Summary Info

Total trips Jan 2023 to Dec 2023: 208  
Total Weight (kg/tons): 600.02 tons (1,000 kg's)  
Average Monthly # Trips: 17.33  
Average Weight(kg)/trip: 2,880 kg / 2.88 tons  
Animal Carcass Bins Hauled: 1  
Cardboard Bins Hauled: 6  
Total number of Mattresses: 170

Month	Tipping/ Wt (tons)	Hauling Trips	Average Wt (tons) / trip	# of Mattresses	Cardboard Trips
Jan-23	23.58	10	2.36	42	0
Feb-23	36.98	14	2.64	0	1
Mar-23	46.71	17	2.75	22	0
Apr-23	52.75	23	2.29	23	1
May-23	83.73	31	2.70	27	1
Jun-23	44.31	20	2.22	0	1
Jul-23	41.53	15	2.77	0	1
Aug-23	51.57	13	3.97	0	0
Sep-23	45.15	15	3.01	25	0
Oct-23	74.25	23	3.23	31	1
Nov-23	70.93	22	3.22	0	0
Dec-23	28.53	5	5.71	0	0

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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) 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 Table D.

#### **1. Firm Unit Price(s): Contract - August 1, 2024 until June 30, 2025**

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* as defined.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.1	Mixed Waste, Cardboard, Mattress, and Animal Carcasses Hauling	Per Bin	195	\$	\$
A	<b>Combined Estimated Total Firm Unit Bid Price(s)</b> (excluding applicable tax)				\$

#### **2. Firm Unit Price(s): Option Year One (1) - July 1, 2025 until June 30, 2026**

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* as defined.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
2.1	Mixed Waste, Cardboard, Mattress, and Animal Carcasses Hauling	Per Bin	210	\$	\$
B	<b>Combined Estimated Total Firm Unit Bid Price(s)</b> (excluding applicable tax)				\$



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**3. Firm Unit Price(s): Option Year Two (2) - July 1, 2026 until June 30, 2027**

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* as defined.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
3.1	Mixed Waste, Cardboard, Mattress, and Animal Carcasses Hauling	Per Bin	210	\$	\$
C	<b>Combined Estimated Total Firm Unit Bid Price(s)</b> (excluding applicable tax)				\$

**4. Firm Unit Price(s): Option Year Three (3) - July 1, 2027 until June 30, 2028**

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* as defined.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
4.1	Mixed Waste, Cardboard, Mattress, and Animal Carcasses Hauling	Per Bin	210	\$	\$
D	<b>Combined Estimated Total Firm Unit Bid Price(s)</b> (excluding applicable tax)				\$

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

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

<b>ESTIMATED TOTAL COMBINED <u>Evaluated</u> BID PRICE (A + B + C + D)</b> (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.

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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 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.

## ANNEX D

### INDIGENOUS PARTICIPATION PLAN COMPLIANCE AND REPORTING

#### 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.

#### PART B INDIGENOUS PARTICIPATION PLAN NON-COMPLIANCE CONDITIONS

- (a) 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.
- (b) 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.
- (c) 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.

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- (d) 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.
- (e) 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.
- (f) Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
- (g) 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.

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## 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.

<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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**Amendment No.:**  
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**Client Reference No.:**  
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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 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, **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 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 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		Remarks / Notes
		<b>**To Be Completed by Evaluation Team**</b>		
2.1	The Bidder must propose a Project Manager with a minimum of five (5) years of experience within the last ten (10) years in managing waste removal services.	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
2.2	The Bidder must identify key partners and sub-contractors that will be assigned to the project, if any.	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
2.3	The Bidder must submit a detailed report highlighting their proposed methodology including: <ol style="list-style-type: none"> <li>1. How the proposed methodology will address the service scope as specified in Annex A: Statement of Work;</li> <li>2. How the contractor will ensure bins are properly labelled at each time of replacement.</li> <li>3. How the contractor will ensure the animal carcass bin liner is replaced each time it is hauled and replaced.</li> <li>4. How the contractor plans to manage a spike in waste generation, ie. requiring bin hauling services of up to 30 trips in one month.</li> <li>5. Size, specifications and type of bins provided per Annex A Statement of Work section 3.2.1, 3.2.2, 3.2.3 and 3.2.4.</li> <li>6. How the contractor has the capacity to respond and haul bins within 48 hours as required by Annex A Statement of Work section 3.1.9.</li> </ol>	<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.**



## ANNEX G TO PART 4 OF THE BID SOLICITATION

### INDIGENOUS PARTICIPATION PLAN

#### PART A INFORMATION

##### 1. Preamble

As a requirement of this contract, the Contractor should ensure provision of specific and agreed upon participation with Indigenous People and Indigenous Firms in the Area of the Contract.

Jasper National Park is located in Treaty 6 and 8 as well as the traditional lands of the Anishinabe, Aseniwuche Winewak, Dene-zaa, Nêhiyawak, Secwépemc, Stoney Nakoda, Mountain Métis and Métis. These Nations include; Alexis Nakota Sioux Nation, Aseniwuche Winewak Nation, Bighorn Chiniki Stoney Nation, Enoch Cree Nation, Ermineskin Cree Nation, Foothills Ojibway First Nation, Horse Lake First Nation, Kelly Lake Cree Nation, Lac Ste. Anne Metis Community Association, Louis Bull Tribe, Metis Nation British Columbia, Mountain Cree, Mountain Metis Community Association, Nakcowinewak Nation of Canada, O'Chiese First Nation, Paul First Nation, Samson Cree Nation, Simpcw First Nation, Stoney Nakoda Nations, Sucker Creek First Nation, Sunchild First Nation and Swan River First Nation. It is recommended that contractors work with these Nations where possible as part of an Indigenous Benefits Package, as part of this contract.

##### 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 IPP 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.

#### PART B EVALUATION CRITERIA

##### 1. Evaluation & Assessment of Indigenous Participation Plan

A total of up to **100 points** will be awarded for the inclusion of an Indigenous Participation Plan (IPP). This will be worth **10%** 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.

The IPP submission should include the tables provided in each of the IPP Bid Criterion sections below. Any breakdowns or tables provided by the bidder should provide the necessary information requested. For all four (4) evaluation criteria, the IPP should include a written component that will describe the bidder's intent and approach which will present information that is not otherwise apparent in the table.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of

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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 Plan, 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.

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**2. Evaluation Criteria**

<b>BID CRITERIA</b>	<b>TOTAL AVAIL. POINTS</b>																				
<i>Canada reserves the right to confirm validity of all declarations / guarantees.</i>																					
<p><b>2.2.1. HUMAN RESOURCES PLAN:</b></p> <p>Bidders will be evaluated on their firm guarantee to use Indigenous people from the area of the contract in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff</p> <p>Bidders are not to include hours worked by an Indigenous owned sub-contractor within the Human Resources Plan section. Bidders will receive points for this in 2) Indigenous Business Plan.</p> <p>Required information for this category includes position, hours and approximate rate of pay to calculate a resultant value for Indigenous employment.</p> <p>Bidders that commit to supplying Indigenous workers enrolled in an apprenticeship or skills development program will earn a multiplier of 1.5 when evaluated in this category. To qualify for the 1.5 multiplier, the labour hours on this project must be logged and accepted by a third party authority and contribute toward the individual's pursuit of a recognized certification.</p> <p>Points for Human Resources Plan will be based on value and each responsive bid will be prorated against the bidder with the most points for the Human Resources Plan.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Bidder 1</th> <th>Bidder 2</th> <th>Bidder 3</th> </tr> </thead> <tbody> <tr> <td>Proposed Indigenous Position #1 Value (\$) = Hours x Rate x Applicable Multiplier(s)</td> <td style="text-align: center;">\$1500</td> <td style="text-align: center;">\$1000</td> <td style="text-align: center;">\$1500</td> </tr> <tr> <td>Proposed Indigenous Position #2 Value (\$) = Hours x Rate x Applicable Multiplier(s)</td> <td style="text-align: center;">\$2500</td> <td style="text-align: center;">\$2000</td> <td style="text-align: center;">\$500</td> </tr> <tr> <td>Total Guaranteed Indigenous Labour Value</td> <td style="text-align: center;">\$4000</td> <td style="text-align: center;">\$3000</td> <td style="text-align: center;">\$2000</td> </tr> <tr> <td>Calculation of points</td> <td style="text-align: center;">\$4000/\$4000 = 100% of total points available</td> <td style="text-align: center;">\$3000/\$4000 = 75% of total points available</td> <td style="text-align: center;">\$2000/\$4000 = 50% of total points available</td> </tr> </tbody> </table> <p><i>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 socio-economic benefit to the region of the contract.</i></p>		Bidder 1	Bidder 2	Bidder 3	Proposed Indigenous Position #1 Value (\$) = Hours x Rate x Applicable Multiplier(s)	\$1500	\$1000	\$1500	Proposed Indigenous Position #2 Value (\$) = Hours x Rate x Applicable Multiplier(s)	\$2500	\$2000	\$500	Total Guaranteed Indigenous Labour Value	\$4000	\$3000	\$2000	Calculation of points	\$4000/\$4000 = 100% of total points available	\$3000/\$4000 = 75% of total points available	\$2000/\$4000 = 50% of total points available	<p>40 Points</p>
	Bidder 1	Bidder 2	Bidder 3																		
Proposed Indigenous Position #1 Value (\$) = Hours x Rate x Applicable Multiplier(s)	\$1500	\$1000	\$1500																		
Proposed Indigenous Position #2 Value (\$) = Hours x Rate x Applicable Multiplier(s)	\$2500	\$2000	\$500																		
Total Guaranteed Indigenous Labour Value	\$4000	\$3000	\$2000																		
Calculation of points	\$4000/\$4000 = 100% of total points available	\$3000/\$4000 = 75% of total points available	\$2000/\$4000 = 50% of total points available																		

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<b>BID CRITERIA</b>	<b>TOTAL AVAIL. POINTS</b>																				
<i>Canada reserves the right to confirm validity of all declarations / guarantees.</i>																					
<p><b>2.2.2. INDIGENOUS BUSINESS PLAN:</b></p> <p>Bidders will be evaluated on their firm guarantee to use Indigenous sub-contractors for services or the procurement of supplies and equipment from the local Indigenous Communities as defined in the Area of Contract.</p> <p>If the Prime Contractor is an Indigenous owned business, all supplier and subcontracting costs qualify as Indigenous subcontracting/supplier costs.</p> <p>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. Required information for this category includes subcontractor/supplier business name, scope of subcontract or supply contract, and approximate value work.</p> <p>The subcontractors/suppliers identified in this section must be confirmed as Indigenous businesses. Verification of Indigenous businesses may be made through:</p> <ul style="list-style-type: none"> <li>Indigenous Services Canada (ISC) Indigenous Business Directory. <a href="https://www.sac-isc.gc.ca/rea-ibd">https://www.sac-isc.gc.ca/rea-ibd</a></li> <li>In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.</li> <li>The Inuit Firm Registry Database <a href="http://inuitfirm.tunnigavik.com/">http://inuitfirm.tunnigavik.com/</a></li> <li>A list provided by the local First Nations, if applicable</li> </ul> <p>Points for Indigenous Business Plan will be based on value and each responsive bid will be prorated against the bidder with the most points for Indigenous Business Plan.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Bidder 1</th> <th style="text-align: center;">Bidder 2</th> <th style="text-align: center;">Bidder 3</th> </tr> </thead> <tbody> <tr> <td>Proposed Indigenous Contract #1 Value (\$) = Contract Value (\$) x Applicable Multiplier</td> <td style="text-align: center;">\$2000</td> <td style="text-align: center;">\$1000</td> <td style="text-align: center;">\$1500</td> </tr> <tr> <td>Proposed Indigenous Contract #2 Value (\$) = Contract Value (\$) x Applicable Multiplier</td> <td style="text-align: center;">\$3000</td> <td style="text-align: center;">\$2000</td> <td style="text-align: center;">\$500</td> </tr> <tr> <td>Total Guaranteed Indigenous Contractors Value (\$)</td> <td style="text-align: center;">\$5000</td> <td style="text-align: center;">\$3000</td> <td style="text-align: center;">\$2000</td> </tr> <tr> <td>Calculation of points</td> <td style="text-align: center;">\$5000/\$5000 = 100% of total points available</td> <td style="text-align: center;">\$3000/\$5000 = 60% of total points available</td> <td style="text-align: center;">\$2000/\$5000 = 40% of total points available</td> </tr> </tbody> </table> <p><i>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 socio-economic benefit to the region of the Contract.</i></p>		Bidder 1	Bidder 2	Bidder 3	Proposed Indigenous Contract #1 Value (\$) = Contract Value (\$) x Applicable Multiplier	\$2000	\$1000	\$1500	Proposed Indigenous Contract #2 Value (\$) = Contract Value (\$) x Applicable Multiplier	\$3000	\$2000	\$500	Total Guaranteed Indigenous Contractors Value (\$)	\$5000	\$3000	\$2000	Calculation of points	\$5000/\$5000 = 100% of total points available	\$3000/\$5000 = 60% of total points available	\$2000/\$5000 = 40% of total points available	25 Points
	Bidder 1	Bidder 2	Bidder 3																		
Proposed Indigenous Contract #1 Value (\$) = Contract Value (\$) x Applicable Multiplier	\$2000	\$1000	\$1500																		
Proposed Indigenous Contract #2 Value (\$) = Contract Value (\$) x Applicable Multiplier	\$3000	\$2000	\$500																		
Total Guaranteed Indigenous Contractors Value (\$)	\$5000	\$3000	\$2000																		
Calculation of points	\$5000/\$5000 = 100% of total points available	\$3000/\$5000 = 60% of total points available	\$2000/\$5000 = 40% of total points available																		

<b>BID CRITERIA</b>				<b>TOTAL AVAIL. POINTS</b>
<i>Canada reserves the right to confirm validity of all declarations / guarantees.</i>				
<p><b>2.2.3. SKILLS DEVELOPMENT PLAN (TRAINING):</b></p> <p>Bidders will be evaluated on their guarantee to provide Indigenous individuals belonging to the local contract area with training courses recognized through a third party certification process.</p> <p>Required information for this category includes a list of course name, institute providing the course, certification that will be achieved, cost of the course, and # of individuals who will attend the course. The total guaranteed Indigenous training will be evaluated as a monetary value (\$).</p> <p>“Training” 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.</p> <p>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.</p> <p><u>Health and Safety Training Hours must be accredited through a third party certification process in order to count.</u></p> <p>Points for Skills Development Plan will be based on value and each responsive bid will be prorated against the bidder with the most points for Skills Development Plan.</p>				20 Points
	Bidder 1	Bidder 2	Bidder 3	
Proposed Training for Indigenous Individual #1 Value (\$) = Training Value x Applicable Multiplier(s)	\$1500	\$1000	\$1500	
Proposed Training for Indigenous Individual #2 Value (\$) = Training Value x Applicable Multiplier(s)	\$2500	\$2000	\$500	
Total Guaranteed Indigenous Training Value (\$)	\$4000	\$3000	\$2000	
Calculation of points	\$4000/\$4000 = 100% of total points available	\$3000/\$4000 = 75% of total points available	\$2000/\$4000 = 50% of total points available	
<p><i>If only one bidder makes a commitment with respect to delivery of a Skills Development Plan points will be assigned, at Canada’s discretion, based on the assessed socio-economic benefit to the Area of the Contract.</i></p>				

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<b>BID CRITERIA</b> <i>Canada reserves the right to confirm validity of all declarations / guarantees.</i>	<b>TOTAL AVAIL. POINTS</b>
<p><b>2.2.4. OTHER MEASURES:</b> Bidders will be evaluated on their undertaking of a commitment to offer other opportunities to the local Indigenous Communities or peoples within the local contract area. The bidder should describe these opportunities in their IPP. Examples of other measures include the following:</p> <ul style="list-style-type: none"><li>• Community outreach programs to share information and create positive relationships</li><li>• Various informational seminars and presentations</li><li>• Using Indigenous accommodations</li><li>• Providing transportation to/from local communities to job site</li><li>• Other educational and training programs for Indigenous People</li><li>• Other activities related to, but not specified in, the work to be completed under the Contract</li></ul> <p>Guarantees must be supported by a description, value (\$) and firm commitment of the measures proposed.</p> <p>Points will be assigned, at Canada's discretion, for each measure committed, based on its achievability and the assessed socio-economic benefit to the Area of the Contract.</p>	15 Points
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

### **3. Bidder Guarantee and Certification**

1. The IPP should include a written component for each of the four (4) criteria providing an overview as well as specific details for commitments made by the bidder. A tables containing clear itemized details as shown below should also be included within the IPP submission.
2. Information provided may be subject to verification.
3. For follow-up purposes, the communities may receive copies of the contractors Indigenous Participation plan and periodically receive performance monitoring results.
4. Bidders will be held to guarantees / certifications made under their Plan, regardless of the points achieved under the evaluation of the IPP bid criteria.
5. 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 this contract.

### **4. Indigenous Participation Plan Submission Tables**

The IPP submission tables should include the tables provided in each of the IPP Bid Criterion sections below. Any breakdowns or tables provided by the bidder should provide the necessary information requested. For all four (4) below tables, the IPP should include a written component that will describe the bidder's intent and approach which will present information that is not otherwise apparent in the table.

If multiples pages are needed, bidders are to re-use the table.

The following tables (or equivalent with the required information) should be included in the bidders IPP submission. The contractor should include all available information at the time of bidding, However, it is recognized that some details may not be available until a later date.

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**Table 1 - Human Resources Plan**

#	Name of Individual (if available)	Nation	Position Title	# of Hours (hrs) (A)	Approximate Rate of Pay (\$) (B)	Value (\$) (C) (A x B = C)	Apprentice- ship? (If yes, input 1.5) (D)	Weighted Value (\$) (inclusive of multipliers) (E) (C x D = E)
1								
2								
3								
4								
5								
6								
7								
8								
9								
<b>Total Value of Human Resource Plan</b>						<b>\$</b>		



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## 2. Indigenous Business Plan

#	Subcontractor/Supplier Business Name	Nation	Scope of Subcontract or Supply Contract	Value (\$)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
<b>Total Value to Indigenous Subcontractors/Suppliers</b>				<b>\$</b>

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### 3. Skills Development Plan

#	Individual Name (If available)	Nation	Name of Institute/ Organization	Certification to be Achieved	Value (\$)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
<b>Total Value of Skills Development Plan</b>					<b>\$</b>

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#### 4. Other Measures

#	Description of Proposed Measure(s)	Value (\$) (If applicable)
1		
2		
3		
4		
5		
6		
7		
8		
9		
	<b>Total Value of Other Measures</b>	<b>\$</b>

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

**LIST OF NAMES FOR INTEGRITY VERIFICATION FORM**

\*\*\* to be completed by 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 ( ) Privately Owned Corporation ( ) Sole Proprietor ( ) Partnership		
<b>Supplier’s Legal Address:</b>		
<b>City:</b>	<b>Province / Territory:</b>	<b>Postal Code:</b>
<b>Supplier’s Procurement Business Number (optional):</b>		

**List of Names**

Name	Title

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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 I TO PART 5 OF THE BID SOLICITATION

### FORMER PUBLIC SERVANT

\*\*\* to be completed by 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?    Yes ( <input type="checkbox"/> ) No ( <input type="checkbox"/> )
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If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

**Solicitation No.:**  
5P420-23-0395/A

**Amendment No.:**  
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**Contracting Authority:**  
Mandelle Waddell

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

**Title:**  
Waste Hauling Services – Jasper National Park, AB

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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 [Contracting Policy Notice: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? <b>Yes ( ) No ( )</b>
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If so, the Bidder must provide the following information:

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