



RETURN BIDS TO - RETOURNER LES SUBMISSION À :

Parks Canada Agency Bid Receiving Unit
National Contracting Services
Parks Canada Agency
Suite 1300, 635 – 8th Avenue SW
Calgary, AB T2P 3M3

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Parks Canada Agency

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

Proposition à : l'Agence Parcs Canada

Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaires :

Due to the nature of the bid solicitation, bids transmitted by email or facsimile to PCA will not be accepted.

This bid solicitation contains mandatory and point rated technical evaluation criteria. In its bid, Bidders must address clearly and in sufficient depth the evaluation criteria that are subject to technical evaluation.

Issuing Office - Bureau de distribution :

Parks Canada Agency
National Contracting Services
635 – 8 Avenue S.W., suite 1300
Calgary, AB T2P 3M3

Title - Sujet Waste Management and Hauling Service at Jasper Townsite Transfer Station – Jasper National Park	
Solicitation No. - N° de l'invitation 5P420-17-5370/A	Date November 30, 2017
Client Reference No. - N° de référence du client PR-10171492	
GETS Reference No. N° de référence de SEAG PW-17-00805334	
Solicitation Closes - L'invitation prend fin At - à : January 16, 2017 On - le : 14 :00	Time Zone - Fuseau horaire MST/HNR
F.O.B. - F.A.B. Plant - Usine : <input type="checkbox"/> Destination : <input checked="" type="checkbox"/> Other - Autre : <input type="checkbox"/>	
Address Enquiries to - Adresser toutes questions à Ryan Taylor	
Telephone No. - N° de telephone (403) 292-8503	Fax No. -N° de télécopieur 1-866-246-6893
Email Address - Courriel ryan.taylor@pc.gc.ca	
Destination of Goods, Services, and Construction - Destination des biens, services, et construction Jasper National Park	

TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE SOUMISSIONNAIRE

Vendor/ Firm Name - Raison sociale et adresse du fournisseur/ de l'entrepreneur	
Address - Adresse	
Telephone No. - N° de telephone	Fax No. - N° de télécopieur
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print) - Nom de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION4

1.1 SECURITY REQUIREMENTS4

1.2 STATEMENT OF WORK.....4

1.3 DEBRIEFINGS.....4

1.4 TRADE AGREEMENTS4

PART 2 - BIDDER INSTRUCTIONS4

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS4

2.2 OPTIONAL SITE VISIT4

2.3 SUBMISSION OF BIDS5

2.4 FORMER PUBLIC SERVANT5

2.5 ENQUIRIES - BID SOLICITATION.....6

2.6 APPLICABLE LAWS6

PART 3 - BID PREPARATION INSTRUCTIONS.....6

3.1 BID PREPARATION INSTRUCTIONS.....6

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....7

4.1 EVALUATION PROCEDURES7

4.2 BASIS OF SELECTION – HIGHEST COMBINE RATING OF TECHNICAL MERIT (60%) AND PRICE (40%).....8

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION9

5.1 CERTIFICATIONS REQUIRED WITH THE BID.....9

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION9

PART 6 - RESULTING CONTRACT CLAUSES.....10

6.1 SECURITY REQUIREMENTS10

6.2 STATEMENT OF WORK.....10

6.3 STANDARD CLAUSES AND CONDITIONS10

6.4 TERM OF CONTRACT10

6.5 AUTHORITIES.....11

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....12

6.7 PAYMENT12

6.8 INVOICING INSTRUCTIONS13

6.9 DIRECT DEPOSIT.....13

6.10 CERTIFICATIONS13

6.11 APPLICABLE LAWS13

6.12 PRIORITY OF DOCUMENTS13

6.13 *SACC MANUAL* CLAUSES.....14

6.14 INSPECTION AND ACCEPTANCE14

6.15 INSURANCE – SPECIFIC REQUIREMENTS.....14

ANNEX "A"15

STATEMENT OF WORK15

ANNEX "B"18

BASIS OF PAYMENT18

ANNEX "C".....20

INSURANCE REQUIREMENTS.....20

ANNEX "D".....21

ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)21

ANNEX "E"	23
TECHNICAL EVALUATION CRITERIA	23
ANNEX "F"	25
INTEGRITY PROVISIONS – LIST OF NAMES FORM	25

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1.1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
- (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

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

1.2 Statement of Work

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

1.3 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.

1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

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](#) (2017-04-27) 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 and Climate Change 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.

2.2 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit **to be held at Jasper Transfer Station, on December 14, 2017**. The site visit will begin at **2:00pm (MST) and bidder are to meet at the Jasper Transfer Station**.

Bidders are requested to communicate with the Contracting Authority before the optional site visit 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.

2.3 Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by email or facsimile to PCA will not be accepted

2.4 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? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs 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 published proactive disclosure

reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.5 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 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.

2.6 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (one (1) hard copy)
Section II: Financial Bid (one (1) hard copy)
Section III: Certifications (one (1) hard copy)

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should address clearly and in sufficient depth the criteria that are subject to technical evaluation.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical criteria at Annex "E".

4.1.1.2 Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical criteria at Annex "E".

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.

4.1.2.1 Financial Evaluation Process

The total evaluated price will be calculated as follows:

[(Item 1.1.1 Est. Cubic Meters of Waste / Item 1.1.1 Size of Bin) x Item 1.1.1 Firm Price per Bin]
+ [(Item 1.1.2 Est. Cubic Meters of Waste / Item 1.1.2 Size of Bin) x Item 1.1.2 Firm Price per Bin]
+ (Item 1.1.3 Firm Price per Bin x 4)
= Year one (1) Total Evaluated Bid Price;
+
[(Item 1.2.1 Est. Cubic Meters of Waste / Item 1.2.1 Size of Bin) x Item 1.2.1 Firm Price per Bin]
+ [(Item 1.2.2 Est. Cubic Meters of Waste / Item 1.2.2 Size of Bin) x Item 1.2.2 Firm Price per Bin]
+ (Item 1.2.3. Firm Price per Bin x 4)
= Optional Year two (2) Total Evaluated Bid Price;
+
[(Item 1.3.1 Est. Cubic Meters of Waste / Item 1.3.1 Size of Bin) x Item 1.3.1 Firm Price per Bin]
+ [(Item 1.3.2 Est. Cubic Meters of Waste / Item 1.3.2 Size of Bin) x Item 1.3.2 Firm Price per Bin]
+ (Item 1.3.3 Firm Price per Bin x 4)
= Optional Year three (3) Total Evaluated Bid Price;

Year One (1) Total Evaluated Bid Price + Optional Year Two (2) Total Evaluated Bid Price + Optional Year Three (3) Total Evaluated Bid Price = Total Combined Evaluated Bid Price.

4.2 Basis of Selection – Highest Combine Rating of Technical merit (60%) and Price (40%)

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.
- (c) obtain the required minimum of 20 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points.

4.2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4.2.4 To establish the technical merit score, the overall technical 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 60%.

4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection – Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115 / 135	89 / 135	92 / 135
Bid Evaluated Price		\$55,000 (55)	\$50,000 (50)	\$45,000 (45)
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1 st	3 rd	2 nd

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. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

Section 17 of the Policy requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. Bidders must provide the information requested at Annex "F", Integrity Provisions – List of Names for Integrity Verification Form.

5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [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.

5.3 Additional Certifications Precedent to Contract Award

5.3.1 Education and Experience

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

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

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

- 6.1.1 The Contractor personnel requiring access to classified or protected information, assets or operational work areas must EACH hold a valid RELIABILITY STATUS, granted or approved by Parks Canada Departmental Security Office (PCDSO).
- 6.1.2 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCDSO.

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 _____ ****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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010C](#) (2016-04-04), 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 and Climate Change for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to January 31, 2019 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 two (2) additional one (1) year period(s) from February 1, 2019 to January 31, 2020 and February 1, 2020 to January 31, 2021 under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ryan Taylor

Contracting Officer
Parks Canada Agency
National Contracting Services
Suite #1300, 635 – 8 Avenue S.W.
Calgary, AB T2P 3M3

Telephone: (403) 292-8503
Facsimile: 1-866-246-6893
E-mail address: ryan.taylor@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 determined 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:

Representative's Name:		
Title:		
Vendor/ Firm Name:		
Address:		
City:	Province/ Territory:	Postal Code:
Telephone:		Facsimile:

Email Address:

Procurement Business Number or Goods and Services Tax Number:

Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are requested to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the [Business Access Canada Website](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier) (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>). For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment: Cost Reimbursement - 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 \$ _____ ****amount 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 \$ _____ ****amount inserted at contract award****. Customs duties are included and Applicable Taxes are extra.

6.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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

whichever comes first.

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

6.7.3 Monthly Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. all such documents have been verified by Canada;
- c. the Work 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 clear detailed report of dates and number of trips;
- b) a report of the number of bins, volume of waste and all scale receipts from WYRL;
- c) a report on the implementation of the environmental measures (if applicable).

6.8.2 Invoices must be distributed as follows:

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

6.9 Direct Deposit

In April 2012, the Government of Canada announced that direct deposit would be replacing cheques as the primary payment method for the federal payments issued by the Receiver General for Canada by April 2016. If the contractor is not set up for direct deposit, a Direct Deposit enrollment form will need to be submitted to the Contracting Authority upon receipt of a Purchase Order or Contract.

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

6.10 Certifications

6.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) [2010C](#) (2016-04-04), General Conditions – Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Insurance – Specific Requirements;
- (f) Annex "D", Attestation and Proof of Compliance with Occupational Health and Safety (OHS)
- (g) the Contractor's proposal dated _____ (**insert at contract award**).

6.13 SACC Manual Clauses

A1009C (2008-05-12), Work Site Access
A9068C (2010-01-11), Government Site Regulations
B6802C (2007-11-30) Government Property
A9039C (2008-05-12) Salvage

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 Insurance – Specific 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.

ANNEX "A"
STATEMENT OF WORK
Waste Hauling Services/Jasper National Park

1. Background

Jasper, Alberta is a community of approximately 5200 residents in Jasper National Park. Due to environmental considerations, all residential and commercial waste must be transported from the existing Transfer Station to the West Yellowhead Regional Landfill (WYRL) located near Hinton - approximately 70 kms from Jasper.

Most of Jasper's municipal solid waste (MSW) is collected in bins in town, hauled to the Transfer Station and then hauled to WYRL. This contract is for the hauling of unsorted, non MSW.

Jasper National Park is the current operator of the Transfer Station and is investigating the possibility of delegating future operation of the entire facility to a third party.

The Transfer Station is currently set up as follows:

- There are recovery piles for sorting recyclable materials such as metal, tires and clean wood.
- There is a compost facility for restaurant and bio-solids.
- There is a small hazardous materials depot for used oil, paint, electronics, batteries, etc.
- Clean, inert fill (pit run, rock, concrete) is accepted as backfill for the now closed waste pit.
- Approximately 120 wildlife carcasses are disposed of annually in a special bin.
- Large commercial loads are not accepted. These are hauled directly to WYRL by the waste generator.
- Smaller loads (pickup trucks and utility trailers) are placed in large roll-off bins.
- Cardboard, hazardous or contaminated waste is not accepted in the bins.

2. Objective

To provide roll-off waste collection bins at the Transfer Station for collection of commercial and residential waste as well as separate bins for mattresses and animal carcasses; and to haul bins to the WYRL on an "as and when needed" basis.

3. Scope of Work

3.1 Since commencement of the bin system in October 2009, between nine and fourteen 23m³ (30 yd³) bins are being generated each week with an average of about 49 per month.

3.2 Work includes the delivery, placement and maintenance of:

3.2.1 At least three (3) roll-off waste collection bins of twenty to thirty (20-30) cubic meter size for miscellaneous waste

3.2.2 one (1) covered four to eight (4-8) cubic meter leak-proof bin for animal carcasses, and

3.2.3 one (1) covered twenty to forty (20-40) cubic meter container for mattress collection.

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 in place at all times. **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.**

3.4 Bin Requirements

3.4.1 Bins will be no less than ¾ full when hauled to avoid unnecessary hauling.

3.4.2 A single four to eight (4-8) cubic meter bin must be provided by the Contractor for animal carcasses. Bin must be covered to prevent access by scavengers and leak proof to contain liquid waste from decomposing animals. Parks Canada will be responsible for notifying Contractor when this bin is ready to be hauled. Generally this is 2-3

times per year. Within 48 hours of request by Parks Canada, bin must be hauled and replaced. WYRL requires written approval on the appropriate form twenty-four (24) hours in advance for this "special waste".

- 3.4.3** One covered twenty to forty (20-40) cubic meter container will be supplied for mattress collection. Bin will be covered to prevent mattresses from being waterlogged. Bin will have a door or open end to allow customers to load mattresses into the bin. In the event that mattresses are left outside the bin, it will be contractor's responsibility to load mattresses into the bin. Contractor must keep mattress container area neat and load bin to maximize the number of mattresses per load. Mattress bins are also a special waste and require prior approval from WYRL. In the past 15-25 mattress bin loads have been generated each year.
- 3.4.4** Contractor must implement environmental measures to meet minimum targets as described below.
- 3.4.5** 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.
- 3.4.6** Contractor must ensure bins are fully contained (covered) when hauling to prevent escape of any waste while in transit.
- 3.4.7** Contractor must manage all repairs/replacements of garbage bins
- 3.4.8** Contractor must ensure all equipment is in good working order and free of leaks or drips.
- 3.4.9** 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 they are moved.
- 3.4.10** From time to time Contractor may be requested to place bins at alternate locations within the Park - i.e. town clean-up days,
- 3.4.11** Once the appropriate security clearances are obtain by the Contractor, they will be granted 24 hour site access to the Transfer Station. Parks Canada will provide a key and remote gate opener. Please note, fingerprinting maybe requested to complete security clearances.

3.5 *Environmental Considerations and Requirements*

3.5.1 Waste sorting and separation:

The contractor is expected to prioritize and take action to facilitate the removal of recyclable or reusable materials from the waste bins prior to disposal. This could include Contractor's staff sorting the waste, or providing assistance and direction to waste generators as they dispose of materials at the waste bins.

3.5.1.1 Environmental measures should accomplish:

Resource recovery, reduction in number of trips made, and reducing the amount of material requiring burial in the WYRL. It is estimated that up to 65% of Jasper's waste could be diverted. The Contractor must achieve the diversion rate identified it its technical bid at minimum.

3.5.2 Waste compaction/tub grinder:

Parks Canada requires the Contractor to enhance hauling efficiency through the use of waste volume reduction measures such as compaction and/or grinding. Compaction reduces the number of trips to WYRL, limits emissions and aid in waste burial. The Contractor must achieve the compaction rate identified it its technical bid at minimum.

3.5.3 Multiple bin hauling:

The Contractor will use hauling equipment that allows for multiple bins to be hauled at once whenever possible.

4. *Parks Canada's Responsibilities*

The Parks Canada Agency Shall:

- 4.1 Provide a suitable location for placement of bins.
- 4.2 Provide ongoing instruction to residential and commercial waste generators on acceptable waste materials.
- 4.3 Advise Contractor when unusually large waste volumes are expected or received (i.e. town/Parks clean-up days, special occasions)
- 4.4 Maintain facility security.
- 4.5 Maintain and operate the Transfer Station scale house.
- 4.6 Maintain the Transfer Station access road.
- 4.7 Pay tipping fees for waste deposited at WYRL.
- 4.8 If available, assist the Contractor by tamping bins to allow for increased capacity and tarp placement.

5. *Transfer Station Operating Hours*

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

**ANNEX "B"
BASIS OF PAYMENT**

1. Firm Prices

In consideration of the Contractor completing its obligations under the Contract, the Contractor will be paid firm prices as identified below.

The bidder must identify the size of bins they will use for Mixed Waste and Mattresses, and their firm price per bin for each item below. Costs are all inclusive for the performance of the work in accordance with the Statement of Work at Annex "A".

1.1 For the Period of the Contract from date of Award to January 31, 2019:

Item No.	Bin Purpose	Est. Cubic Meters of Waste	Size of Bin	Firm Price per Bin
1.1.1	Mixed Waste (Between 20-30 cubic meters)	13,800 m ³	_____m ³	_____ \$Per Bin
1.1.2	Mattresses (covered 20-40 cubic meter)	552 m ³	_____m ³	_____ \$Per Bin

Item No.	Bin Purpose	Est. Number of Bins for Collection	Firm Price per Bin (a)
1.1.3	Animal Carcasses (Must be between 4 to 8 Cubic Meters)	4	_____ \$Per Bin

1.2 For the Optional Period of the Contract from February 1, 2019 to January 31, 2020:

Item No.	Bin Purpose	Est. Cubic Meters of Waste	Size of Bin	Firm Price per Bin
1.2.1	Mixed Waste (Between 20-30 cubic meters)	13,800 m ³	_____m ³	_____ \$Per Bin
1.2.2	Mattresses (covered 20-40 cubic meter)	552 m ³	_____m ³	_____ \$Per Bin

Item No.	Bin Purpose	Est. Number of Bins for Collection	Firm Price per Bin (a)
1.2.3	Animal Carcasses (Must be between 4 to 8 Cubic Meters)	4	_____ \$Per Bin

1.3 For the Optional Period of the Contract from February 1, 2020 to January 31, 2021:

Item No.	Bin Purpose	Est. Cubic Meters of Waste	Size of Bin	Firm Price per Bin
1.3.1	Mixed Waste (Between 20-30 cubic meters)	13,800 m ³	_____m ³	_____ \$Per Bin

1.3.2	Mattresses (covered 20-40 cubic meter)	552 m³	_____m ³	_____ \$Per Bin
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Item No.	Bin Purpose	Est. Number of Bins for Collection	Firm Price per Bin (a)
1.3.3	Animal Carcasses (Must be between 4 to 8 Cubic Meters)	4	_____ \$Per Bin

Notes:

- (a) Customs duties are included and Applicable Taxes are extra.
- (b) 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.

ANNEX "C"
INSURANCE REQUIREMENTS

Commercial General Liability (CGL) 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - 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"

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

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place. The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Instructions:

- (a) Prime contractor must sign this form for all projects undertaken at Parks Canada work places.
- (b) This form is to be administered by the Project Manager and completed by the Prime Contractor **AFTER** contract award.
- (c) Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed
--

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.

Signature

Date

**ANNEX "E"
TECHNICAL EVALUATION CRITERIA**

MANDATORY TECHNICAL CRITERIA

Item No.	Evaluation Criteria
1.1.	Bidder must identify experience managing at least one comparable waste management project.
1.2	The bidder must submit a monthly schedule that outlines how they plan to maintain the required number of on-site bins, how they will regularly monitor bin “fullness”, and their proposed hauling frequency to meet the requirements detailed under Annex A - Statement of Work “Scope of Work” section 3.3.

POINT RATED TECHNICAL CRITERIA

Item No.	Evaluation Criteria	Point Criteria	Weight	Maximum Weighted Points
2.1.	<p>Waste Sorting and Separation at Source</p> <p>The bidder is expected to provide a plan for removal of recyclable or reusable materials from the waste bins prior to disposal.</p> <p>The environmental advantages are: resource recovery; reduction in number of trips made, and reducing the amount of material requiring burial in the WYRL.</p> <p>It is estimated that up to 65% of Jasper’s waste could be diverted.</p>	<p>0 points: Less than 10% diversion rate.</p> <p>4 points: Greater than 10% but less than 25% diversion rate.</p> <p>6 points: Greater than 25% but less than 45% diversion rate.</p> <p>8 points: Greater than 45% but less than 65% diversion rate.</p> <p>10 points: Greater than a 65% diversion rate.</p>	1.5	15
2.2.	<p>Waste Compaction/ Tub Grinder</p> <p>Mixed waste load volume can be reduced by 25% to 500% through compaction or grinding.</p> <p>While not eliminating waste, compaction or grinding of waste does reduce the number of trips to WYRL and reduce the landfill space required.</p>	<p>0 points: Less than 25% waste volume reduction.</p> <p>4 points: Greater than 25% but less than 100% waste volume reduction.</p> <p>6 points: Greater than 100% but less than 200% waste volume reduction.</p> <p>8 points: Greater than 200% but less than 500% waste volume reduction.</p> <p>10 points: Greater than 500% waste volume reduction.</p>	1.5	15

2.3.	<p>Multi Bin Hauling (haul more than 1 bin per trip)</p> <p>The bidder is expected to describe how their hauling capacity and schedule will maximize the amount of multi bins trip to the landfill.</p> <p>Hauling of waste to WYRL uses fossil fuels, increases truck traffic on Hwy 16 and generates green house gas emissions.</p> <p>The use of a truck or truck/trailer combination that allows multiple bins to be hauled at once will reduce these environmental impacts.</p>	<p>0 points: Less than 25% multi-bin trips.</p> <p>4 points: Greater than 25% but less than 40% waste volume reduction.</p> <p>6 points: Greater than 40% but less than 60% waste volume reduction.</p> <p>8 points: Greater than 60% but less than 80% waste volume reduction.</p> <p>10 points: Greater than 80% waste volume reduction.</p>	1.0	10
Total Weighted Points Available				40
Minimum Weighted Points Required				20

ANNEX "F"
INTEGRITY PROVISIONS – LIST OF NAMES FORM

Requirements

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

Instructions

- 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.

Organizational Structure: <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Privately Owned Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership
--

List of Names (see instructions above)

Name	Title

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

****Please include with your bid****