



RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit National Contracting Services

Bid Fax: **1-877-558-2349** Bid E-mail Address: <u>pc.receptiondessoumissionsest-</u> <u>bidreceivingeast.pc@canada.ca</u>

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 QUOTATION

Quotation to: Parks Canada Agency

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

Issuing Office:

Parks Canada Agency National Contracting Services Rocky Harbour, NL

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Solicitation No.: 5P300-21-0006/A

Date: April 22, 2021

Client Reference No.: N/A

GETS Reference No.: N/A

Solicitation Closes: At: 2:00 pm On: May 6, 2021	Time Zone: EDT

F.O.B.: Plant: □ Destination: ⊠ Other: □ Address Enquiries to: Bonnie Knott Telephone No.: 709-636-4953 Email Address: Bonnie.knott@canada.ca

Destination of Goods, Services, and Construction: Terra Nova National Park General Delivery, Glovertown, NL A0G 2L0

TO BE COMPLETED BY THE BIDDER

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



IMPORTANT NOTICE TO BIDDERS

Ver.02.08.21

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 <u>pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca</u>. Bids submitted by email directly to the Contracting Authority or to any email address other <u>pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca</u> will not be accepted.

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

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

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

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

Direct Deposit

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

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

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Client Reference No.: N/A	Title: Provide Solid Waste Collection	on and Disposal- Terra Nova National Park	
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FORMER PUBLIC SERVANT	

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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. 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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Provide Solid Waste Collection and Disposal- Terra Nova National Park

PART 2 – BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2020-05-28), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions <u>2003</u> 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 **1-877-558-2349**.

The only acceptable email address for responses to bid solicitations is **pc.receptiondessoumissionsest-bidreceivingeast.pc@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 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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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 Newfoundland and Labrador.

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.

2.5. Bid Challenge and Recourse Mechanisms

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

3.1. Bid Preparation Instructions

Canada requests that the bid be gathered per section and separated as follows:

Section I:	Financial Bid
Section II:	Certifications

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

Section I: Financial Bid

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

Section II: Certifications

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

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.

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(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1. Financial Evaluation

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

4.1.2. Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Required with the Bid

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

5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

5.2. Certifications Precedent to Contract Award and Additional Information

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

5.2.1. Integrity Provisions – Required Documentation

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

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

5.2.3. Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) – Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 – RESULTING CONTRACT CLAUSES

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

6.1. Security Requirements

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

6.2. Statement of Work

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

6.3. Standard Clauses and Conditions

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

6.3.1. General Conditions

<u>2010C</u> (2020-05-28), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

6.4. Term of Contract

6.4.1. Period of the Contract

The period of the Contract is from date of Contract to October 12, 2021 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 3 additional 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 at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Bonnie Knott Contracting Officer

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Parks Canada Agency National Contracting Services Chief Financial Officer Directorate P.O Box 130 Rocky Harbour, NL A0k 4N0

Telephone: 709-636-4953 E-mail address: bonnie.knott@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2. Project Authority

The Project Authority for the Contract is:

*** to be provided at contract award ***

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3. Contractor's Representative

The Contractor's Representative for the Contract is: ***submit with bid***

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

6.6. **Proactive Disclosure of Contracts with Former Public Servants**

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

6.7. Payment

6.7.1. Basis of Payment

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

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

6.7.2. 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:

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; all such documents have been verified by Canada; the Work performed has been accepted by Canada.

6.8. Invoicing Instructions

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 copy of the monthly progress report.

Invoices must be distributed as follows:

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. Certifications and Additional Information

6.9.1. Compliance

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

6.10. Applicable Laws

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

6.11. **Priority of Documents**

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

- (a) The Articles of Agreement;
- (b) The general conditions 2010C (2020-05-28), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) The Contractor's bid dated *** to be inserted at contract award ***.

6.12. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

6.13. 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.

Title:

Contracting Authority: Bonnie Knott

Client Reference No.: N/A

Provide Solid Waste Collection and Disposal- Terra Nova National Park

ANNEX A

STATEMENT OF WORK

1. Description of Work

The provision of all labour, materials, equipment and supervision to provide solid waste collection and disposal at Terra Nova National Park, for the identified periods of time and in accordance with information presented in this Statement of Work.

2. Period of Contract

The Contractor shall provide the specified services during the following periods (Note: All dates are inclusive):

2021 (Newman Sound Campground & Day Use Areas)

16 May 2021 to 19 May 2021 (each day) - 4 days

20 May 2021 to 26 June 2021 (3 days/week) - 17 days

27 June 2021 to 01 September 2021 (7 days/week) - 67 days

02 September 2021 to 09 October 2021 (3 days/week) - 17 days

10 October 2021 to 13 October 2021 (each day) - 4 days

Note: The requirement for 3 days per week will fall on Tuesdays, Thursdays and Sundays.

2021 (Malady Head Campground)

Closed for 2021 Season

2022 (Newman Sound Campground & Day Use Area)

15 May 2022 to 18 May 2022 (each day) – 4 days

19 May 2022 to 25 June 2022 (3 days/week) - 17 days

26 June 2022 to 07 September 2022 (7 days/week) – 74 days

08 September 2022 to 08 October 2022 (3 days/week) - 14 days

09 October 2022 to 12 October 2022 (each day) - 4 days

Note: The requirement for 3 days per week will fall on Tuesdays, Thursdays and Sundays.

2022/2023/2024 (Malady Head Campground)

26 June 2022 to 07 September 2022 (7 days/week) - 74 days

2023 (Newman Sound Campground & Day Use Area)

14 May 2023 to 17 May 2023 (each day) – 4 days

18 May 2023 to 24 June 2023 (3 days/week) - 17 days

25 June 2023 to 06 September 2023 (7 days/week) - 74 days

07 September 2023 to 07 October 2023 (3 days/week) - 14 days

08 October 2023 to 11 October 2023 (each day) - 4 days

Note: The requirement for 3 days per week will fall on Tuesdays, Thursdays and Sundays.

2023 (Malady Head Campground)

25 June 2023 to 06 September 2023 (7 days/week) - 74 days

2024 (Newman Sound Campground & Day Use Area)

12 May 2024 to 15 May 2024 (each day) – 4 days 16 May 2024 to 22 June 2024 (3 days/week) - 17 days 23 June 2024 to 04 September 2024 (7 days/week) – 74 days 05 September 2024 to 05 October 2024 (3 days/week) - 14 days 06 October 2024 to 09 October 2024 (each day) – 4 days **Note:** The requirement for 3 days per week will fall on Tuesdays, Thursdays and Sundays.

2023 (Malady Head Campground)

23 June 2024 to 04 September 2024 (7 days/week) - 74 days

3. Scope of Work

- 3.1 The Contractor shall, during the full term of the contract:
 - (a) Comply with all Federal, Provincial, and Municipal laws and ordinances governing the hauling, dumping and disposal of garbage;
 - (b) Use vehicle(s) satisfactory to the Project Authority or his authorized representative for the transportation of solid waste, and ensure that these vehicles are equipped in such a manner as to prevent any solid waste falling off the vehicle(s). <u>The minimum acceptable type of vehicle will be a one-ton truck with an attached enclosed container;</u>
 - (c) Ensure that no advertising matter is displayed on said vehicle, except such markings as may be permitted by the Superintendent, to identify the vehicles as solid waste collection units, or such markings required by Provincial Regulations;
 - (d) Ensure Contractor, and anyone employed by contractor or authorized to work on behalf of contractor, is dressed appropriately, in a neat, clean and tidy appearance;
 - (e) Maintain said vehicle(s) in a mechanically sound condition for the duration of the contract. In a situation where the said garbage collection vehicle(s) cannot be available for garbage collection, a similar type vehicle will be acquired by the contractor, at no cost to Terra Nova National Park, to fulfil the obligations under this contract; and
 - (f) Maintain said vehicle(s) in a neat, clean and tidy condition for the duration of the contract.
- 3.2 The services shall be performed in accordance with existing provincial and municipal regulations and bylaws. The Contractor will be responsible for any charge imposed by such regulations and bylaws.
- 3.3 The Contractor is required to comply with all standing orders or other regulations in force on the site where the work is to be performed, relating to the safety of persons on the site, or the protection of property against loss or damage from any and all causes, including fire. The contractor is to ensure compliance with the Provincial Occupational Health and Safety Act and Regulations, and the Canada Labour Code, Part II, to ensure the health and safety of contractors' workforce, Park staff, Park visitors, etc.
- 3.4 Garbage is to be disposed of at the nearby Waste Management Facility site operated by the Central Newfoundland Waste Management organization (fees charged by this organization are the responsibility of the Park). Contractor must abide by the rules and regulations which are put in place by the Waste Management facility to control the operation of this site. Opening garbage bags at the Waste Management facility is not permitted.

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- 3.6 All collection of garbage is to take place between the hours of 2 p.m. and 9 p.m. as set out in the Collection Schedule, Section 8.0. The Contractor shall limit his operations to the hours set out herein, unless;
 - (a) Permission is granted in writing by the Superintendent to operate during other than said hours, or;
 - (b) When operational requirements (i.e. service to the public, control of animals, etc.) make it desirable to change the collection schedule will be assigned to the Contractor at the discretion of the Superintendent. The Contractor will be given sufficient notice in writing of any change made to collection hours by the Superintendent.
- 3.7 The Contractor shall, during the full term of contract:
 - (a) Exercise all proper care to ensure that solid waste containers, and recycle containers, handled by the Contractor, or his employees, are not damaged or the contents thereof spilled;
 - (b) Clean up all solid waste, and recyclables, spilled at all can locations, by park users, the Contractor or his employees, including waste, and recyclables, spilled while in transit to the disposal area;
 - (c) i) dispose of all solid waste at the waste management facility site, or as otherwise required by local, municipal and provincial authorities, and to the satisfaction of the Superintendent;
 - ii) dispose of recyclables at a suitable recycling depot such as the one located in Glovertown, or any other site that meets the satisfaction of the Superintendent. The Contractor will be responsible for the collection and transportation of these materials and will retain all revenue associated with the return of said recyclables.
 - (d) Dispose of all solid waste, water, and recyclables on the same day as collected, and ensure that loaded vehicle(s) and special containers, such as hoppers, do not remain in the park overnight.
 - (e) Provide safe and secure containment of solid waste, water and/or recyclables on those days when the local Waste Management Facility is closed to operations. Secure storage is to occur outside Terra Nova National Park boundaries and is to be in compliance with Federal, Provincial and Municipal regulations.
 - (f) Provide and insert plastic liners in each container. Top edge of liner to be turned down over rim of container. Solid waste and recyclables will be removed from container in liners, and liners tied before being placed on the truck. A liner is to be placed in all containers after each collection; and
 - (g) Ensure that all persons employed by him, in connection with the contract, are dressed in neat, reasonably clean, and distinctive apparel or other means of identification.
 - (h) Report monthly on the total volume of waste and recyclable materials collected. Reporting must be compiled using either weight or volume; however, the reporting method selected

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must be applied consistently throughout the term of the contract.

3.8 Definitions

- (a) "Other Areas" is, for the purposes of this contract hereby defined as an area where garbage is stored for pick-up and disposal. These areas will not necessarily have cans to hold the garbage. All garbage at these locations will be the responsibility of the Contractor to pick up and dispose of.
- (b) Garbage bag sizes
 - (i) A bag 762mm x 965mm (30" x 38") will be required to fit regular garbage cans, and the cans inside the large Bear-proof Containers.
 - (ii) A bag 1067mm x 1219mm (42" x 48") will be required to fit the single and double Bear-proof Containers.
- (c) Bear-proof Containers
 - (i) Single contains one bag
 - (ii) Double contains two bags
 - (iii) Large contains four garbage cans.
- 3.9 Contractor is responsible to pick up all garbage and recyclables at all areas, including garbage and recyclables that may be placed alongside these containers. This includes cardboard, cardboard boxes, bags, loose garbage, bottles, propane cylinders, etc. Propane cylinders are to be brought to the works compound and stored in container provided. Contractor is to record and report any deficiencies (overflow problems, garbage in compost bins, etc.) to the Project Authority immediately.
- 3.10 Under no circumstance is the Contractor to open garbage bags, including at the waste management facility site.
- 3.11 Contractor to record the following data, which will be reviewed by the Project Authority at various times throughout the contract, and submitted to project authority at the completion of each contract year. Final invoice will not be paid until this information is received.
 - Daily volume of garbage taken to waste disposal site
 - Time of day entering and exiting Newman Sound Campground; and
 - Time of day entering and exiting waste disposal site.

4.0 Schedule and Specifications

4.1 Locations of collection containers, quantities, and respective pick-up times, per area for Solid Waste Collections

COLLECTION SCHEDULE								
APPROX. # OF UNITS PER AREA								
COLLECTION AREAS	CANS	SINGLE	DOUBLE	LARGE	RECYCLE BINS	COMPOST BINS	OTHER	HOURS FOR PICKUP
Newman Sound Campground		11	32		12	4		6:00 PM - 9:00 PM
Newman Sound Service Area		2	1		3		1	6:00 PM - 9:00 PM
Administration		1						5:00 PM - 6:00 PM
Staff Residence				1				5:00 PM - 6:00 PM
Newman Sound Day-use Area and Theatre		3	1		1			5:00 PM - 6:00 PM
Headquarters Wharf		1						5:00 PM - 6:00 PM
Compound	2			1			1	2:00 PM - 4:00 PM
Seasonal Accommodations				1				2:00 PM - 9:00 PM
Salton's (Visitor Centre)		2	1	1	1			2:00 PM - 9:00 PM
Sandy Pond				1	1			2:00 PM - 9:00 PM
Cobbler's Brook Day-use Area		2						2:00 PM - 9:00 PM
Southwest Brook Day-use Area		1						2:00 PM - 9:00 PM
Southwest Arm Day-use Area		1						2:00 PM - 9:00 PM
Km 14			1					2:00 PM - 9:00 PM
East Gate - Twin Rivers			1					2:00 PM - 9:00 PM
Salmon Creel Parking Lot		1						2:00 PM - 9:00 PM
West Gate			1					2:00 PM - 9:00 PM
Malady Head Campground			1	2	2			2:00 PM - 9:00 PM
Malady Head Day Use Area		1						2:00 PM - 9:00 PM
TOTAL UNITS	2	26	39	7	20	4	2	

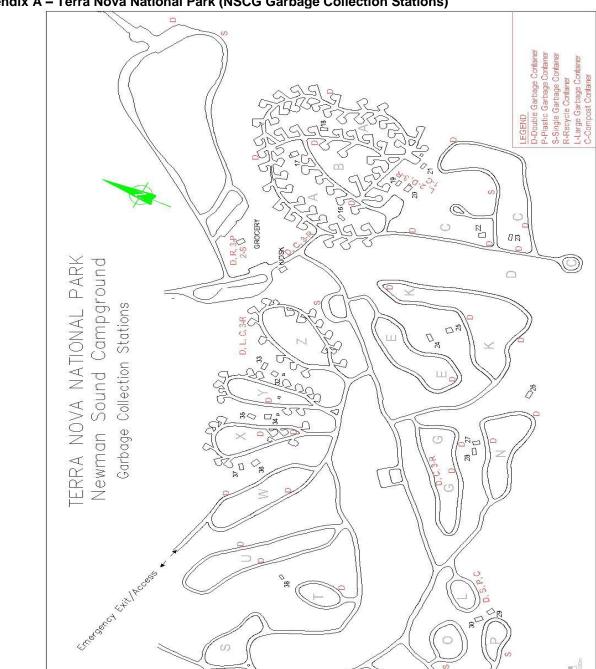
- 4.2 Any complaints received, or unhealthy conditions noted, by the Contractor, are to be immediately brought to the attention of the Maintenance Supervisor, Roads and Grounds, Monday through Friday or to the Campground Supervisor on Saturday and Sunday.
- 4.3 The Contractor is to adhere to the "*Collection Schedule*" in Section 8.0 as to the appropriate time frames for pick-up at each location. This schedule shall be adhered to by the Contractor for each location. This schedule is subject to change dates to accommodate the opening and closing of Park facilities.

4.4 All cans, unless empty, must be emptied on a daily basis regardless of amount of garbage, recyclables and compost in the can.

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- 4.5 Garbage can liners (garbage bags) cannot be reused. Once garbage enters a garbage bag, the bag is therefore considered unsanitary and must be replaced with new garbage bags.
- 4.6 The Contractor agrees to pick up all garbage and recyclable material from collection areas, as indicated in Section 8.0, *Collection Schedule*.
- 4.7 If any collection areas are added or deleted from the schedule or a starting date and/or completion date is altered during the term of the contract, an increase or decrease in the contract price will be negotiated between Parks Canada and the Contractor, and the contract shall be amended according.
- 4.8 In the event that a collection container or area has been missed for garbage pickup, Terra Nova National Park will notify the Contractor. If for any reason, the Contractor fails to comply with the instructions to remove the garbage within six (6) hours, Terra Nova National Park reserves the right to pick up the garbage with its own forces, and charge the cost of such pick up to the Contractor/Contract. A timely, efficient garbage collection program will assist in controlling insects (ie. wasps, etc) and animals (ie. bears, etc.)

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Appendix A – Terra Nova National Park (NSCG Garbage Collection Stations)

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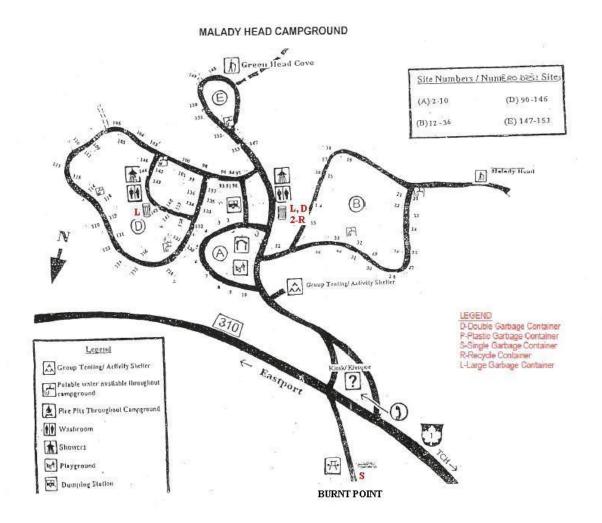
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Appendix B – Terra Nova National Park (Malady Head Campground)



Title:

Contracting Authority: Bonnie Knott

Client Reference No.: N/A

Provide Solid Waste Collection and Disposal- Terra Nova National Park

ANNEX B

BASIS OF PAYMENT

Bidders must provide pricing in the format specified in this Annex B – Basis of Payment. **Failure to** provide prices in the format specified will render the quotation non-responsive.

The Bidder must submit firm, all inclusive unit prices including all materials and operations (set-up, installation charges, fuel, materials, products, etc.) to supply the complete quantities of the final products and services. **GST / HST extra**, if applicable.

Table 1: Year 1-Contract award to October 12, 2021

Required Services	Firm Price
Provide Garbage Collection and Disposal as per SOW at Annex A	\$
Year 1 Total (excluding taxes)	\$

Table 2: Option Year 1-May 16, 2022 to October 12, 2022

Required Services	Firm Price
Provide Garbage Collection and Disposal as per SOW at Annex A	\$
Option Year 1Total (excluding taxes)	\$

Table 3: Option Year 2 - May 15, 2023 to October 12, 2023

Required Services	Firm Price
Provide Garbage Collection and Disposal as per SOW at Annex A	\$
Option Year 2 Total (excluding taxes)	\$

Table 4: Option Year 3- May 15, 2024 to October 11, 2024

Required Services	Firm Price
Provide Garbage Collection and Disposal as per SOW at Annex A	\$
Option Year 3 Total (excluding taxes)	\$

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Total of Table 1-4 (excluding taxes): \$_____

Name of Company:_____

Date:_____

Client Reference No.: N/A

Provide Solid Waste Collection and Disposal- Terra Nova National Park

ANNEX C

INSURANCE REQUIREMENTS

- 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 Public Works and Government Services Canada.
 - 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.
 - Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - 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.

Amendment No.:

Title:

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ANNEX D

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

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

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

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

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

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

Location of Work

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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

Amendment No.: 00

Title:

Contracting Authority: Bonnie Knott

Client Reference No.: N/A

Provide Solid Waste Collection and Disposal- Terra Nova National Park

ANNEX E TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

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

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

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

Supplier Information

Supplier's Legal Name:			
Organizational Structure	e: () Corporate Entity () Privately Owned Corpora () Sole Proprietor () Partnership	tion	
Supplier's Legal Addres	s:		
City:	Province / Territory:	Postal Code:	

Supplier's Procurement Business Number (optional):

List of Names

Name	Title

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Declaration				
I,	, (na	ame)		
	, (pos	<i>ition)</i> of		
that failing to provide the lis	the best of my knowledge an t of names will render a bid c	<i>plier's name)</i> declare that the info d belief, true, accurate and comp r offer non-responsive, or I will be ement. I am aware that during the	lete. I am aware e 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

Client Reference No.: N/A

Provide Solid Waste Collection and Disposal- Terra Nova National Park

ANNEX F TO PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

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published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-1</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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