



RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit
National Contracting Services

Bid E-mail Address:

pc.receptiondessoumissionsest-bidreceivineast.pc@canada.ca

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

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

REQUEST FOR PROPOSAL

Proposal to: Parks Canada Agency

We hereby offer to sell to 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
Cornwall, ON

Title: Waste Management Services, Rouge National Urban Park	
Solicitation No.: 5P300-21-0036/A	Date: June 2, 2021
Client Reference No.: N/A	
GETS Reference No.: PW-21-00958157	

Solicitation Closes: At: 2 pm On: July 2, 2021	Time Zone: EDT
---	--------------------------

F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Enquiries to: Laura Lowson	
Telephone No.: 343-585-2754	Email Address: laura.lowson@canada.ca
Destination of Goods, Services, and Construction: See herein	

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:

Solicitation No.:
5P300-21-0036/A

Amendment No.:
00

Contracting Authority:
Laura Lowson

Ver.02.08.21

Client Reference No.:
N/A

Title:
Waste Management Services, Rouge National Urban Park

IMPORTANT NOTICE TO BIDDERS

BIDS RECEIVED BY EMAIL WILL BE ACCEPTED AS OFFICIAL.

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

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

Direct Deposit

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

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

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

There is no security requirement associated with the bid solicitation.

1.2. Statement of Work

The Work to be performed is detailed under Annex A 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.

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](#) (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 [2003](#) incorporated by reference above is deleted in its entirety.

2.2. Submission of Bids

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

Bids submitted in-person, by fax or by courier will not be accepted.

The only acceptable email address for responses to bid solicitations is pc.receptiondessoumissionsesest-bidreceivingeast.pc@canada.ca.

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

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

2.3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

2.4. Applicable Laws

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

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 [Buy and Sell website](#), under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

2.5.3. Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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PART 3 – BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

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

Section I: 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 Pricing Schedule at Attachment 1 to Part 3.

Section II: Certifications

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

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

Bidders must provide pricing in the format specified in this Pricing Schedule. Failure to provide prices in the format specified will render the quotation non-responsive. The Bidder must submit firm, all inclusive unit prices including but not limited to all labour, transportation, equipment, supplies, administration etc., to fulfill the requirement as described in Annex “A” Statement of Work.

The pricing is to be in **Canadian dollars. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra, if applicable.**

Contract Period: Contract Award to May 31, 2022

Table A						
High Season (May 1 to October 31 – Contract Award to Oct 31, 2021 and May 2022)						
Item		Description	Est. Qty. (A)	Unit of measure (B)	Unit Price (C)	Total D (Ax C = D)
1	a	Beach Lot Haul All Garbage	92	Each	\$	\$
	b	Beach Lot Haul All Recycling	92	Each	\$	\$
2	a	Lower Beach Area Haul All Garbage	92	Each	\$	\$
	b	Lower Beach Area Haul All Recycling	92	Each	\$	\$
	c	Lower Beach Area Molok Garbage	3	Each	\$	\$
	d	Lower Beach Area Molok Recycling	3	Each	\$	\$
3	a	Twyn Rivers Haul All Garbage	40	Each	\$	\$
	b	Twyn Rivers Haul All Recycling	40	Each	\$	\$
4	a	Glen Eagles Vista Haul All Garbage	40	Each	\$	\$
	b	Glen Eagles Vista Haul All Recycling	40	Each	\$	\$
5	a	Zoo Road Haul All Garbage	40	Each	\$	\$
	b	Zoo Road Haul All Recycling	40	Each	\$	\$
	c	Zoo Road Area Molok Garbage	3	Each	\$	\$
	d	Zoo Road Area Molok Recycling	3	Each	\$	\$

6	a	Beare Wetlands Haul All Garbage	26	Each	\$	\$
	b	Beare Wetlands Haul All Recycling	26	Each	\$	\$
7	a	Cedar Trailhead Haul All Garbage	14	Each	\$	\$
	b	Cedar Trailhead Haul All Recycling	14	Each	\$	\$
8	a	19 Beare Road Molok Garbage	3	Each	\$	\$
	b	19 Beare Road Molok Recycling	3	Each	\$	\$
9	a	Woodlands Molok Garbage	3	Each	\$	\$
	b	Woodlands Molok Recycling	3	Each	\$	\$
10	a	Cedarena/Reesor Way Haul All Garbage	14	Each	\$	\$
	b	Cedarena/Reesor Way Haul All Recycling	14	Each	\$	\$
11	a	Bob Hunter Memorial Park Haul All Garbage	40	Each	\$	\$
	b	Bob Hunter Memorial Park Haul All Recycling	40	Each	\$	\$
	c	Bob Hunter Memorial Park Molok Garbage	3	Each	\$	\$
	d	Bob Hunter Memorial Park Molok Recycling	3	Each	\$	\$
12	a	14 th Ave/Monarch Parking Haul All Garbage	40	Each	\$	\$
	b	14 th Ave/Monarch Parking Haul All Recycling	40	Each	\$	\$
13	a	16 th Avenue Haul All Garbage	26	Each	\$	\$
	b	16 th Avenue Haul All Recycling	26	Each	\$	\$
14	a	Black Walnut Haul All Garbage	40	Each	\$	\$
	b	Black Walnut Haul All Recycling	40	Each	\$	\$

	c	Black Walnut Molok Garbage	3	Each	\$	\$
	d	Black Walnut Molok Recycling	3	Each	\$	\$
15	a	19 th Avenue Haul All Garbage	26	Each	\$	\$
	b	19 th Avenue Haul All Recycling	26	Each	\$	\$
	c	19 th Avenue Molok Garbage	3	Each	\$	\$
	d	19 th Avenue Molok Recycling	3	Each	\$	\$
Total Table A (applicable taxes excluded)						\$

Table B Low Season (Nov 1 to April 30)						
Item		Description	Est. Qty. (A)	Unit of measure (B)	Unit Price (C)	Total D (Ax C = D)
1	a	Beach Lot Haul All Garbage	52	Each	\$	\$
	b	Beach Lot Haul All Recycling	52	Each	\$	\$
2	a	Lower Beach Area Haul All Garbage	52	Each	\$	\$
	b	Lower Beach Area Haul All Recycling	52	Each	\$	\$
	c	Lower Beach Area Molok Garbage	6	Each	\$	\$
	d	Lower Beach Area Molok Recycling	6	Each	\$	\$
3	a	Twyn Rivers Haul All Garbage	52	Each	\$	\$
	b	Twyn Rivers Haul All Recycling	52	Each	\$	\$
4	a	Glen Eagles Vista Haul All Garbage	52	Each	\$	\$
	b	Glen Eagles Vista Haul All Recycling	52	Each	\$	\$

5	a	Zoo Road Haul All Garbage	52	Each	\$	\$
	b	Zoo Road Haul All Recycling	52	Each	\$	\$
	c	Zoo Road Area Molok Garbage	3	Each	\$	\$
	d	Zoo Road Area Molok Recycling	3	Each	\$	\$
6	a	Beare Wetlands Haul All Garbage	26	Each	\$	\$
	b	Beare Wetlands Haul All Recycling	26	Each	\$	\$
7	a	Cedar Trailhead Haul All Garbage	26	Each	\$	\$
	b	Cedar Trailhead Haul All Recycling	26	Each	\$	\$
8	a	19 Beare Road Molok Garbage	6	Each	\$	\$
	b	19 Beare Road Molok Recycling	6	Each	\$	\$
9	a	Woodlands Molok Garbage	3	Each	\$	\$
	b	Woodlands Molok Recycling	3	Each	\$	\$
10	a	Cedarena/Reesor Way Haul All Garbage	26	Each	\$	\$
	b	Cedarena/Reesor Way Haul All Recycling	26	Each	\$	\$
11	a	Bob Hunter Memorial Park Haul All Garbage	52	Each	\$	\$
	b	Bob Hunter Memorial Park Haul All Recycling	52	Each	\$	\$
	c	Bob Hunter Memorial Park Molok Garbage	6	Each	\$	\$
	d	Bob Hunter Memorial Park Molok Recycling	6	Each	\$	\$
12	a	14 th Ave/Monarch Parking Haul All Garbage	26	Each	\$	\$
	b	14 th Ave/Monarch Parking Haul All Recycling	26	Each	\$	\$
13	a	16 th Avenue Haul All Garbage	26	Each	\$	\$

	b	16 th Avenue Haul All Recycling	26	Each	\$	\$
14	a	Black Walnut Haul All Garbage	52	Each	\$	\$
	b	Black Walnut Haul All Recycling	52	Each	\$	\$
	c	Black Walnut Molok Garbage	6	Each	\$	\$
	d	Black Walnut Molok Recycling	6	Each	\$	\$
15	a	19 th Avenue Haul All Garbage	52	Each	\$	\$
	b	19 th Avenue Haul All Recycling	52	Each	\$	\$
	c	19 th Avenue Molok Garbage	3	Each	\$	\$
	d	19 th Avenue Molok Recycling	3	Each	\$	\$
Total Table B (applicable taxes excluded)						\$

Table C
Task Authorizations (as and when requested)

Item	Description	Est. Qty. (A)	Unit of measure (B)	Unit Price (C)	Total D (Ax C = D)
1	a Beach Lot Haul All Garbage	6	Each	\$	\$
	b Beach Lot Haul All Recycling	6	Each	\$	\$
2	a Lower Beach Area Haul All Garbage	6	Each	\$	\$
	b Lower Beach Area Haul All Recycling	6	Each	\$	\$
	c Lower Beach Area Molok Garbage	4	Each	\$	\$
	d Lower Beach Area Molok Recycling	4	Each	\$	\$
3	a Twyn Rivers Haul All Garbage	6	Each	\$	\$

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	b	Twyn Rivers Haul All Recycling	6	Each	\$	\$
4	a	Glen Eagles Vista Haul All Garbage	6	Each	\$	\$
	b	Glen Eagles Vista Haul All Recycling	6	Each	\$	\$
5	a	Zoo Road Haul All Garbage	6	Each	\$	\$
	b	Zoo Road Haul All Recycling	6	Each	\$	\$
	c	Zoo Road Area Molok Garbage	4	Each	\$	\$
	d	Zoo Road Area Molok Recycling	4	Each	\$	\$
6	a	Beare Wetlands Haul All Garbage	6	Each	\$	\$
	b	Beare Wetlands Haul All Recycling	6	Each	\$	\$
7	a	Cedar Trailhead Haul All Garbage	6	Each	\$	\$
	b	Cedar Trailhead Haul All Recycling	6	Each	\$	\$
8	a	19 Beare Road Molok Garbage	4	Each	\$	\$
	b	19 Beare Road Molok Recycling	4	Each	\$	\$
9	a	Woodlands Molok Garbage	4	Each	\$	\$
	b	Woodlands Molok Recycling	4	Each	\$	\$
10	a	Cedarena/Reesor Way Haul All Garbage	6	Each	\$	\$
	b	Cedarena/Reesor Way Haul All Recycling	6	Each	\$	\$
11	a	Bob Hunter Memorial Park Haul All Garbage	6	Each	\$	\$
	b	Bob Hunter Memorial Park Haul All Recycling	6	Each	\$	\$
	c	Bob Hunter Memorial Park Molok Garbage	4	Each	\$	\$
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12	a	14 th Ave/Monarch Parking Haul All Garbage	6	Each	\$	\$
	b	14 th Ave/Monarch Parking Haul All Recycling	6	Each	\$	\$
13	a	16 th Avenue Haul All Garbage	6	Each	\$	\$
	b	16 th Avenue Haul All Recycling	6	Each	\$	\$
14	a	Black Walnut Haul All Garbage	6	Each	\$	\$
	b	Black Walnut Haul All Recycling	6	Each	\$	\$
	c	Black Walnut Molok Garbage	4	Each	\$	\$
	d	Black Walnut Molok Recycling	4	Each	\$	\$
15	a	19 th Avenue Haul All Garbage	6	Each	\$	\$
	b	19 th Avenue Haul All Recycling	6	Each	\$	\$
	c	19 th Avenue Molok Garbage	4	Each	\$	\$
	d	19 th Avenue Molok Recycling	4	Each	\$	\$
Total Table C (applicable taxes excluded)						\$

TOTAL EVALUATED PRICE (TABLES A + B + C) Applicable taxes excluded	\$
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PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1. Financial Evaluation

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

4.1.2. Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Required with the Bid

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

5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

5.2. Certifications Precedent to Contract Award and Additional Information

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

5.2.1. Integrity Provisions – Required Documentation

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

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), 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 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

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Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) 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

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".

6.2.1. Task Authorization Process

Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex G.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within one (1) calendar day of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.2.2. Canada's Obligation - Portion of the Work - Task Authorizations

SACC Manual clause [B9031C](#) (2011-05-16), Portion of the Work – Task Authorizations

6.3. Standard Clauses and Conditions

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

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6.3.1. General Conditions

[2010C](#) (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

6.4.2. The period of the Contract is from date of Contract to May 31, 2022 inclusive.

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Laura Lowson
Contracting Advisor
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
Cornwall, ON

Telephone: 343-585-2754
E-mail address: laura.lowson@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.

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6.5.3. Contractor's Representative

The Contractor's Representative for the Contract is:

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 firm unit prices, as specified in Annex B for a cost of \$_____ *** to be inserted at contract award ***. Customs duties are included and Applicable Taxes are extra.

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

6.7.2. Basis of Payment – Firm Unit Price(s) or Firm Lot Price – Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit prices in accordance with the basis of payment, in Annex B, as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.3. Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$9,999.99, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

6.7.4. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *** to be inserted at contract award ***. Customs duties are included and Applicable Taxes are extra.
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.
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.

6.7.5. Monthly Payments

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

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

6.8. Invoicing Instructions

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.
2. Invoices must be distributed as follows:
 - a. A 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. SACC Manual Clauses

SAAC *Manual* clause [A9068C](#) (2010-01-11) Government Site Regulations

6.13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

6.14. Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements

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of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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ANNEX A

STATEMENT OF WORK

1.0 TITLE:

Waste Management Services, Rouge National Urban Park

2.0 OBJECTIVE:

Provide waste and recycling handling services for 16 Molok system containers in Rouge National Urban Park.

Provide waste and recycling handling services for 30 Haul-All Hide-A-Bag system containers in Rouge National Urban Park.

Provide regular onsite monitoring of the waste containers to ensure they are not overfilled.

3.0 BACKGROUND:

Parks Canada Agency (PCA) manages Canada's first national urban park – Rouge National Urban Park (RNUP) – in the heart of the Greater Toronto Area, Canada's largest and most diverse metropolitan region. Rouge National Urban Park (RNUP) is one of the largest and best protected urban park of its kind in the world, circumscribing about 80 square kilometers within the cities of Toronto, Markham, Pickering, and the Township of Uxbridge.

The park is comprised of a rich assemblage of natural, cultural, and agricultural landscapes with many remarkable features, including a rich biodiversity with over 1,700 species of plants and animals; some of the last remaining working farms in the Greater Toronto Area; Carolinian forests; Toronto's only campground; one of the region's largest marshes; unspoiled beaches; amazing hiking opportunities; and human history dating back over 10,000 years, including some of Canada's oldest known Indigenous Peoples' sites and villages. The park is also home to a national historic event, the Toronto Carrying Place trail, an Indigenous travel route linking Lake Ontario in the south to Lake Simcoe to the north.

Parks Canada has a system of waste management throughout Rouge National Urban Park that includes Molok brand in ground waste containers and Haul All hid-a-bag receptacles. These containers are designed to provide a convenient means for visitors to discard waste and recycling throughout various parts of Rouge National Urban Park as well as a central disposal point in high traffic areas.

4.0 PROJECT SCOPE OF WORK:

This contract is divided into three streams of service which the contractor will be responsible for undertaking all streams of the service simultaneously. These streams:

4.1 Maintenance of Waste on Site

The Contractor will be responsible for monitoring all listed sites for waste at regular intervals and emptying the all containers present on site.

The contractor will be responsible for monitoring the containers, assessing filling on site and adjusting service accordingly to ensure no overfilling occurs.

Overfilling of containers on a consistent basis should be reported to the Project Authority and the contractor should adjust service to that location to prevent further overfilling of the containers.

4.2 Moloks

1. Collect and dispose of waste and recycling materials from the Molok garbage and recycling containers at regular intervals in accordance with the lifting and emptying guidelines provided by Molok.
2. Provide all equipment for safe lifting and emptying of the Molok in ground bag system adhering to all the manufacturer's directions and best practices for safe handling of the Molok equipment.
3. Provide all equipment for safe and proper reinstallation of Molok in ground bag system.
4. Provide additional service as observed on site or as requested by PCA representatives to address overfilling or increases in use by visitors.

The contractor will provide regular collection and carting of waste and recycling from Molok in ground systems at multiple locations in Rouge National Urban Park (See Appendix 1) according to the prescribed schedules. The contractor will be responsible for removing waste from the site to a municipally licensed disposal or transfer station according to all applicable local regulations.

4.3 Haul-Alls

1. Collect and dispose of bagged waste and recycling materials from the freestanding Haul-All Hid-A-Bag and Discovery garbage and recycling containers at regular intervals.
 - a. Haul all bins shall be emptied regularly and in areas where Moloks are present waste may be deposited in the Molok containers.
 - b. In areas where there are no Moloks the contractor will be responsible for removing the bagged waste from the Haul Alls either to a Molok in another area, or off PCA property for disposal
2. Supply and replace liner bags for garbage and recycling containers of the proper size (See Appendix 2).
3. Provide additional service as requested by Project authority to address overfilling or increases in use by visitors.

The contractor will notify the Project Authority immediately in the event equipment is damaged upon arrival; during handling and emptying or reinstallation. The contractor is responsible for documenting damage in its report to PCA. The contractor will be required to repair or replace at their cost any equipment damaged by improper handling.

In the event equipment is deemed unsafe to operate the contractor must notify the Project Authority and mark the container as out of service using temporary signage; self-adhesive caution tape or other temporary marker that will not damage the equipment or leave adhesive residue once removed.

5.0 HEALTH AND SAFETY:

The contractor is responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.

The contractor will develop a written site-specific Health and Safety Plan based on hazard assessment and the COVID pandemic prior to beginning site work. The contractor will comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial regulations and ordinances, with site-specific Health and Safety Plan. A PCA Representative will respond in writing where deficiencies or concerns are noted and may request re-submission.

6.0 ENVIRONMENT & VISITOR EXPERIENCE MITIGATIONS:

The contractor is responsible for keeping the site clean and reducing the impact on and in the surrounding environments. This includes:

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- Preventing materials from the job site from contaminating air, water and land during removal and application.
- Ensuring the safety of the general public during waste removal
- Hazardous spills are to be immediately contained to limit spread and cleaned up in accordance with provincial regulation.
- Keep all equipment on parking lot and trail surface. Use the smallest equipment possible (eg; pickup trucks for transport of materials)
- Ensure public has use of parking lots and trails.
- Monitor the work site for wildlife and take appropriate measures if wildlife is present on site.

Never approach or harass wildlife (e.g., feeding, baiting, luring). If wildlife is observed at or near the work site, allow the animal(s) the opportunity to leave the work area. Contact PCA immediately if any animals are observed interfering with the work, or acting in a manner indicative of illness (e.g. feeding from garbage, acting aggressive or erratic). Any interactions with wildlife should be reported to the PCA authority in a timely manner. Wildlife emergencies (i.e. vehicle strikes, deceased animals, bites or menacing) should be reported to PC Dispatch at 1-877-852-3100. PC Dispatch is available 24 hours for emergencies.

7.0 SCHEDULE AND HOURS OF SERVICE

Service to begin upon Contract Award and continue until May 31, 2022.

In addition to regular service, the Contractor is required to empty all containers on the following dates:

Thursday prior to Family Day Holiday Weekend
Thursday prior to Easter Holiday Weekend
Thursday prior to Victoria Day Holiday Weekend
48 hours prior to Canada Day (July 1st)
Thursday prior to the August Civic Holiday Weekend
Thursday prior to the Labour Day Holiday Weekend
Thursday prior to the Thanksgiving Day Holiday Weekend

In order to mitigate impacts on visitor experience the contractor will be required to carry out the work described here outside of peak hours. The contractor will arrange for the collection of waste between the hours of 12 am and 10 am in accordance with the collection schedule set out in this statement. Regular collection of waste shall not be scheduled on a Saturday, Sunday, or a municipal, provincial or federal holiday or day of observance for the aforementioned holidays.

7.1 Additional Services as and when Requested

From time to time, PCA may require additional services outside of the regular scheduled services. Task authorizations for additional service from the Project Authority are to take place on the day requested by PCA and may include weekends, but shall not include statutory holidays.

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7.2 Waste Management Unit Count Table

Location	Haul All Garbage	Haul All Recycling	Molok Garbage	Molok Recycling	OTHER (Specify)
Beach Lot	4	2			
Lower Beach Area	10	5	3	3	
Mast Trailhead					
Rouge Campground					
Twyn Rivers	4	2			
Glen Eagles Vista	2	1			
Zoo Road	6	3	1	1	
Beare Wetlands	2	1			
Cedar Trailhead	2	1			
19 Beare Road			1	1	
Finch Meander					
Woodlands			2	2	
Cedarena/Reesor Way	2	1			
Bob Hunter Memorial Park	6	3	1	1	
14 th Ave/Monarch Parking	2	1			
16 th Avenue	2	1			
Major Mackenzie					
Black Walnut	3	3	1	1	
19 th Avenue	2	1	1	1	
Northeast Trail (Durham 5)					
Northeast Trail (Sideline 30)					
Glasgow					

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7.3 Waste Management – Unit Service Level High Season (May 1 – Oct 31)

Location	Haul All Garbage	Haul All Recycling	Molok Garbage	Molok Recycling	OTHER (Specify)
Beach Lot	1x/day	1x/day			
Lower Beach Area	1x/day	1x/day	1x/month	1x/month	
Mast Trailhead					
Rouge Campground					
Twyn Rivers	3x/week	3x/week			
Glen Eagles Vista	3x/week	3x/week			
Zoo Road	3x/week	3x/week	1x/month	1x/month	
Beare Wetlands	2x/week	2x/week			
Cedar Trailhead	1x/week	1x/week			
19 Beare Road			1x/month	1x/month	
Finch Meander					
Woodlands	3x/week	3x/week	1x/month	1x/month	
Cedarena/Ressor Way	1x/week	1x/week			
Bob Hunter Memorial Park	3x/week	3x/week	1x/month	1x/month	
14 th Ave/Monarch Parking	3x/week	3x/week			
16 th Avenue	2x/week	2x/week			
Major Mackenzie					
Black Walnut 10725 Reesor	3x/week	3x/week	1x/month	1x/month	
19 th Avenue	2x/week	2x/week	1x/month	1x/month	
Northeast Trail (Durham 5)					
Northeast Trail (Sideline 30)					
Glasgow					

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7.4 Waste Management – Unit Service Level Low Season (Nov 1 – April 30)

Location	Haul All Garbage	Haul All Recycling	Molok Garbage	Molok Recycling	OTHER (Specify)
Beach Lot	2x/week	2x/week			
Lower Beach Area	2x/week	2x/week	1x/60 Days	1x/60 Days	
Mast Trailhead					
Rouge Campground					
Twyn Rivers	2x/week	2x/week			
Glen Eagles Vista	2x/week	2x/week			
Zoo Road	2x/week	2x/week	1x/60 Days	1x/60 Days	
Beare Wetlands	1x/week	1x/week			
Cedar Trailhead	1x/week	1x/week			
19 Beare Road			1x/month	1x/month	
Finch Meander					
Woodlands	1x/week	1x/week	1x/60 Days	1x/60 Days	
Cedarena/Ressor Way	1x/week	1x/week			
Bob Hunter Memorial Park	2x/week	2x/week	1x/Month	1x/Month	
14 th Ave/Monarch Parking	1x/week	1x/week			
16 th Avenue	1x/week	1x/week			
Major Mackenzie					
Black Walnut	2x/week	2x/week	1x/month	1x/month	
19 th Avenue	2x/week	2x/week	1x/60 days	1x/60 Days	
Northeast Trail (Durham 5)					
Northeast Trail (Sideline 30)					
Glasgow					

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ANNEX B

BASIS OF PAYMENT

*** to be inserted at contract award *

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 the Parks Canada Agency.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact

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the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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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

General Description of Work to be Completed

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Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, _____ (*contractor*), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name

Signature

Date

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ANNEX E TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION 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'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: <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Privately Owned Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership		
Supplier's Legal Address:		
City:	Province / Territory:	Postal Code:
Supplier's Procurement Business Number (optional):		

List of Names

Name	Title

Solicitation No.:
5P300-21-0036/A

Amendment No.:
00

Contracting Authority:
Laura Lawson

Ver.02.08.21

Client Reference No.:
N/A

Title:
Waste Management Services, Rouge National Urban Park

Declaration

I, _____, (*name*)

_____, (*position*) of

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

Signature

Date

Solicitation No.:
5P300-21-0036/A

Amendment No.:
00

Contracting Authority:
Laura Lowson

Ver.02.08.21

Client Reference No.:
N/A

Title:
Waste Management Services, Rouge National Urban 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 [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

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 published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Solicitation No.:
5P300-21-0036/A

Amendment No.:
00

Contracting Authority:
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Client Reference No.:
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Title:
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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 ()

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.

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de PC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de PC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PC Contracting Authority - Autorité contractante de PC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date