



**RETURN BIDS TO:**

Parks Canada Agency Bid Receiving Unit  
National Contracting Services

Bid Fax: 1-866-246-6893

Bid E-mail Address: [soumissionsouest-bidswest@canada.ca](mailto:soumissionsouest-bidswest@canada.ca)

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

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

**REQUEST FOR PROPOSAL**

**Proposal to: Parks Canada Agency**

We hereby offer to sell to 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.

**Comments:**

**Issuing Office:**

Parks Canada Agency  
National Contracting Services  
Calgary, Alberta

<b>Title:</b> Catering Services – Palisades Centre, Jasper, AB	
<b>Solicitation No.:</b> 5P420-21-0186/A	<b>Date:</b> February 10, 2022
<b>Client Reference No.:</b> n/a	
<b>GETS Reference No.:</b> PW-22-00985443	

<b>Solicitation Closes:</b> <b>At: 14:00</b> <b>On: March 22, 2022</b>	<b>Time Zone:</b> <b>MDT</b>
--	---------------------------------

<b>F.O.B.:</b> Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
<b>Address Enquiries to:</b> Ryan Taylor	
<b>Telephone No.:</b> 587-436-5987	<b>Fax No.:</b> 1-866-246-6893
<b>Email Address:</b> <a href="mailto:ryan.taylor@pc.gc.ca">ryan.taylor@pc.gc.ca</a>	
<b>Destination of Goods, Services, and Construction:</b> See Herein	

**TO BE COMPLETED BY THE BIDDER**

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

**Solicitation No.:**  
5P420-21-0186/A

**Amendment No.:**  
00

**Contracting Authority:**  
Ryan Taylor

Ver.11.30.21

**Client Reference No.:**  
n/a

**Title:**  
Catering Services – Palisades Centre, Jasper, AB

---

## IMPORTANT NOTICE TO BIDDERS

### COVID-19 Vaccination Requirement

This requirement is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as required precedent to contract award will render the bid non-responsive.

**BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.**

**BIDS RECEIVED IN-PERSON OR BY COURIER MAY NOT BE ACCEPTED.**

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

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

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

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

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

### Security Requirements

There are security requirements associated with this requirement. For further instructions, consult Part 1 – General Information and Part 6 – Resulting Contract Clauses.

### 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>

## TABLE OF CONTENTS

<b>PART 1 – INFORMATION AND INSTRUCTIONS</b> .....	<b>5</b>
1.1. COVID-19 VACCINATION REQUIREMENT .....	5
1.2. SECURITY REQUIREMENTS .....	5
1.3. STATEMENT OF WORK .....	5
1.4. DEBRIEFINGS.....	5
<b>PART 2 – BIDDER INSTRUCTIONS</b> .....	<b>6</b>
2.1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	6
2.2. SUBMISSION OF BIDS .....	6
2.3. ENQUIRIES – BID SOLICITATION .....	6
2.4. APPLICABLE LAWS .....	7
2.5. BID CHALLENGE AND RECOURSE MECHANISMS.....	7
<b>PART 3 – BID PREPARATION INSTRUCTIONS</b> .....	<b>8</b>
3.1. BID PREPARATION INSTRUCTIONS.....	8
<b>PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION</b> .....	<b>9</b>
4.1. EVALUATION PROCEDURES .....	9
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION</b> .....	<b>11</b>
5.1. CERTIFICATIONS REQUIRED WITH THE BID.....	11
5.2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	11
<b>PART 6 – RESULTING CONTRACT CLAUSES</b> .....	<b>13</b>
6.1. COVID-19 VACCINATION REQUIREMENT .....	13
6.2. SECURITY REQUIREMENTS .....	13
6.3. STATEMENT OF WORK .....	13
6.4. STANDARD CLAUSES AND CONDITIONS .....	14
6.5. TERM OF CONTRACT .....	14
6.6. AUTHORITIES.....	14
6.7. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	15
6.8. PAYMENT .....	16
6.9. INVOICING INSTRUCTIONS.....	16
6.10. CERTIFICATIONS AND ADDITIONAL INFORMATION .....	17
6.11. APPLICABLE LAWS .....	17
6.12. PRIORITY OF DOCUMENTS.....	17
6.13. SACC MANUAL CLAUSES .....	17
6.14. INSURANCE REQUIREMENTS.....	17
6.15. INSPECTION AND ACCEPTANCE .....	18
<b>ANNEX A</b> .....	<b>19</b>
STATEMENT OF WORK.....	19
<b>ANNEX B</b> .....	<b>20</b>
BASIS OF PAYMENT .....	20
<b>ANNEX C</b> .....	<b>24</b>
INSURANCE REQUIREMENTS.....	24
<b>ANNEX D</b> .....	<b>25</b>
INDIGENOUS BENEFITS PLAN .....	25
<b>ANNEX E</b> .....	<b>28</b>
ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS).....	28

---

**Solicitation No.:**  
5P420-21-0186/A

**Amendment No.:**  
00

**Contracting Authority:**  
Ryan Taylor

Ver.11.30.21

**Client Reference No.:**  
n/a

**Title:**  
Catering Services – Palisades Centre, Jasper, AB

---

<b>ANNEX F TO PART 4 OF THE BID SOLICITATION.....</b>	<b>30</b>
TECHNICAL EVALUATION.....	30
<b>ANNEX H TO PART 5 OF THE BID SOLICITATION .....</b>	<b>41</b>
COVID-19 VACCINATION REQUIREMENT CERTIFICATION .....	41
<b>ANNEX I TO PART 5 OF THE BID SOLICITATION.....</b>	<b>43</b>
LIST OF NAMES FOR INTEGRITY VERIFICATION FORM .....	43
<b>ANNEX J TO PART 5 OF THE BID SOLICITATION.....</b>	<b>45</b>
FORMER PUBLIC SERVANT .....	45

## **PART 1 – INFORMATION AND INSTRUCTIONS**

### **1.1. COVID-19 Vaccination Requirement**

This requirement is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as required precedent to contract award will render the bid non-responsive.

### **1.2. Security Requirements**

New personnel security clearance requests require the fingerprinting of individuals to conduct a criminal record check. The validity of an existing personnel security clearance issued by the Government of Canada is not affected by this requirement of the criminal record check process. Contractors who require personnel security clearances to perform a contract for the Government of Canada are responsible for all costs associated with obtaining the security clearances.

**1.2.1.** Before award of a contract, the following conditions must be met:

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

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

### **1.3. Statement of Work**

The Work to be performed is detailed under Article 6.3 of the resulting contract clauses.

### **1.4. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **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 or by courier may not be accepted.**

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

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

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.

### **2.3. Enquiries – Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is

---

eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.4. Applicable Laws**

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

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

## **2.5. Bid Challenge and Recourse Mechanisms**

**2.5.1.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

**2.5.2.** Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell website](#), under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

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

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

## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **3.1. Bid Preparation Instructions**

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

Section I:        Technical Bid  
Section II:       Indigenous Benefits Plan  
Section III:      Financial Bid  
Section IV:       Certifications

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

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

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

#### **Section II: Indigenous Benefits Plan Bid**

In their Indigenous Benefits Plan bid, Bidders should explain and demonstrate how they propose to provide specific and agreed upon benefits for Indigenous peoples and firms through the performance of the Work.

#### **Section III:      Financial Bid**

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

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

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

#### **Section IV:      Certifications**

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



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

### **4.1. Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

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

Technical bids will be evaluated against the technical evaluation criteria at **Annex F**.

##### **4.1.1.2 Point Rated Technical Criteria**

Technical bids will be evaluated against the technical evaluation criteria at **Annex F**.

#### **4.1.2 Indigenous Benefits Plan Evaluation**

Indigenous Benefits Plan bids will be evaluated against the Indigenous benefits evaluation criteria at **Annex F**.

#### **4.1.3 Financial Evaluation**

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

### **4.2 Basis of Selection – Highest Combined Rating of Technical Merit (60%), Indigenous Benefits (10%) and Price (30%)**

#### **4.2.1** To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria;
- (c) obtain the required minimum of 40 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 82 points.

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

#### **4.2.3** The selection will be based on the highest responsive combined rating of technical merit, Indigenous benefits, and price. The ratio will be 60% for the technical merit, 10% for the Indigenous benefits, and 30% for the price.

#### **4.2.4** To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

#### **4.2.5** To establish the Indigenous benefits score, the overall Indigenous benefits score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 10%.

- 4.2.6** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 4.2.7** For each responsive bid, the technical merit score, Indigenous benefits score, and the pricing score will be added to determine its combined rating.
- 4.2.8** Neither the responsive bid obtaining the highest technical score, the highest Indigenous benefits score, nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit, Indigenous benefits, and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60 / 10 / 30 of technical merit, Indigenous benefits and price, respectively. The total available points for the technical evaluation equal 82, the total available points for the Indigenous benefits evaluation equal 100, and the lowest evaluated price is \$45,000.

**Basis of Selection – Highest Combined Rating Technical Merit (60%), Indigenous Benefits (10%) and Price (30%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		78/82	60/82	66/82
<b>Overall Indigenous Benefits Score</b>		73/100	91/100	64/100
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$78/82 \times 60 = 57.10$	$60/82 \times 60 = 43.90$	$66/82 \times 60 = 48.29$
	<b>Indigenous Benefits Score</b>	$73/100 \times 10 = 7.3$	$91/100 \times 10 = 9.1$	$64/100 \times 10 = 6.4$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		88.92	80	84.69
<b>Overall Rating</b>		1st	3rd	2nd

## 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. COVID-19 Vaccination Requirement and Certification

In accordance with the *COVID-19 Vaccination Policy for Supplier Personnel*, the Bidder must provide the COVID-19 Vaccination Requirement Certification at **Annex H to Part 5 of the Bid Solicitation** prior to contract award, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

#### 5.2.2. Integrity Provisions – Required Documentation

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

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](#), must provide the information requested at **Annex I to Part 5 of the Bid Solicitation** prior to contract award.

#### 5.2.3. 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 J to Part 5 of the Bid Solicitation** prior to contract award.

#### **5.2.4. Federal Contractors Program for Employment Equity – Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](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.

#### **5.2.5. Additional Certifications Precedent to Contract Award**

##### **5.2.5.1. Status and Availability of Resources**

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

##### **5.2.5.2. Education and Experience**

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

## PART 6 – RESULTING CONTRACT CLAUSES

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

### 6.1. COVID-19 Vaccination Requirement

The *COVID-19 Vaccination Policy for Supplier Personnel* is applicable to the Contract.

### 6.2. Security Requirements

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

6.2.1.1. The Contractor/Offeror's personnel as well as their subcontractors that require unescorted access to work site(s) as well as access to sensitive assets or information must EACH hold and maintain a valid **RELIABILITY STATUS**, granted or approved by Parks Canada Agency Security Directorate (PCASD).

*\*Sensitive assets may include: Cash, artefacts, firearms, explosives, keys, vehicles, Historic sites and buildings, electronic equipment, IT networks, Critical installations and systems, etc.*

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

### 6.3. Statement of Work

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

#### 6.2.1 Work Authorization Process – As-and-when Requested Services

##### 6.2.1.1 Work 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 Work Authorization (WA). The Work described in the WA must be in accordance with the scope of the Contract.

##### 6.2.1.2 Work Authorization Process:

- (a) The Project Authority will provide the Contractor with a description of the work.
  - (b) The WA 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.
  - (c) The Contractor must provide the *Project Authority*, within 1 day of receipt, the proposed total estimated cost for performing the work and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
  - (d) The Contractor must not commence work until a WA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a WA has been received will be done at the Contractor's own risk.
-

### **6.3.2 Canada's Obligation – Portion of the Work – Work Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through work authorizations is limited to the total amount of the actual work performed by the Contractor.

### **6.4. Standard Clauses and Conditions**

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

#### **6.4.1. General Conditions**

[2010C](#) (2021-12-02), 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.

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

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

### **6.5. Term of Contract**

#### **6.5.1. Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2023 inclusive.

#### **6.5.2. Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) being April 01, 2023 to March 31, 2024 and April, 2024 to March 31, 2025 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 prior to 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.

### **6.6. Authorities**

#### **6.6.1. Contracting Authority**

The Contracting Authority for the Contract is:

Ryan Taylor  
Contracting Officer, National Contracting Services  
Chief Financial Officer Directorate  
Parks Canada Agency

Telephone: (587) 436-5987  
Facsimile: 1-866-246-6893  
E-mail address: [ryan.taylor@pc.gc.ca](mailto:ryan.taylor@pc.gc.ca)

---

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

### 6.6.2. 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.

### 6.6.3. Contractor's Representative

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

The Contractor's Representative for the Contract is:

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

### 6.7. Proactive Disclosure of Contracts with Former Public Servants

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

## 6.8. Payment

### 6.8.1. Basis of Payment: Cost reimbursable – Limitation of expenditure

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

### 6.8.2. Limitation of Expenditure

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

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

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

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

### 6.8.4 Monthly Payment

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

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

## 6.9. Invoicing Instructions

6.9.1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. copy of the verified written record of meals served and any other documents as specified in the Contract;

6.9.2. Invoices must be distributed as follows:

- a) Invoices must be forwarded electronically to the Project Authority for certification and payment.



## 6.10. Certifications and Additional Information

### 6.10.1. 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.

### 6.11. 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 \*\*\***.

### 6.12. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2021-12-02), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Indigenous Benefit Plan;
- (g) Annex E, Attestation and Proof of Compliance with Occupational Health and Safety (OHS); And
- (h) The Contractor's bid dated **\*\*\* to be inserted at contract award \*\*\***.

### 6.13. SACC Manual Clauses

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

### 6.14. 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.

**Solicitation No.:**  
5P420-21-0186/A

**Amendment No.:**  
00

**Contracting Authority:**  
Ryan Taylor

Ver.11.30.21

**Client Reference No.:**  
n/a

**Title:**  
Catering Services – Palisades Centre, Jasper, AB

---

## **6.15. 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.

**Solicitation No.:**  
5P420-21-0186/A

**Amendment No.:**  
00

**Contracting Authority:**  
Ryan Taylor

Ver.11.30.21

**Client Reference No.:**  
n/a

**Title:**  
Catering Services – Palisades Centre, Jasper, AB

---

## **ANNEX A**

### **STATEMENT OF WORK**

The Statement of Work is included under separate attachment (21-0186\_Statement of Work.pdf).

**ANNEX B**

**BASIS OF PAYMENT**

**Financial Bid Submission Requirements**

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bidders' submission.
- (b) The Bidder must submit their financial bid in accordance with Annex B - Basis of Payment.
- (c) In conducting its evaluation of the bids, Canada may, but has no obligation to correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation. In the case of error in the extension of prices, the unit price will govern.
- (d) All prices are in Canadian dollars, FOB destination
- (e) Customs duties are included and Applicable Taxes are extra.

**TABLE 1. Contract Year: April 01, 2022 – March 31, 2023**

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid in accordance with the unit prices set out below, in Canadian funds for all costs, including but not limited to all professional fees, all related project expenses and administration costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined. Customs duties are included and Applicable Taxes are extra.

Item No.	Description: Guests Aged 11 years and Up	Unit of Measurement	Firm Price Per Unit (PU)	Estimated Quantity (EQ)	Extended Price(s) (PU x EQ)
1.	Breakfast	Per Person	\$	5000	\$
2.	Hot Lunch	Per Person	\$	4500	\$
3.	Bag Lunch	Per Person	\$	1700	\$
4.	Dinner	Per Person	\$	5000	\$
5.	Coffee Service	Per Person	\$	2000	\$
<b>A.</b>	<b>Total Extended Price</b> (excluding applicable tax)			\$	
Item No.	Description: Children Aged 6 – 10 Years	Unit of Measurement	Firm Price Per Unit (PU)	Estimated Quantity (EQ)	Extended Price(s) (PU x EQ)
1.	Breakfast	Per Person	\$	20	\$
2.	Hot Lunch	Per Person	\$	20	\$
3.	Bag Lunch	Per Person	\$	20	\$
4.	Dinner	Per Person	\$	20	\$
5.	Coffee Service	Per Person	\$	20	\$

<b>B.</b>		<b>Total Extended Price</b> (excluding applicable tax)			<b>\$</b>
<b>Item No.</b>	<b>Description: Children Aged 1 – 5</b>	<b>Unit of Measurement</b>	<b>Firm Price Per Unit (PU)</b>	<b>Estimated Quantity (EQ)</b>	<b>Extended Price(s) (PU x EQ)</b>
1.	Breakfast	Per Person	\$	20	\$
2.	Hot Lunch	Per Person	\$	20	\$
3.	Bag Lunch	Per Person	\$	20	\$
4.	Dinner	Per Person	\$	20	\$
5.	Coffee Service	Per Person	\$	20	\$
<b>C.</b>		<b>Total Extended Price</b> (excluding applicable tax)			<b>\$</b>
<b>D.</b>		<b>Contract Year - Total Combined Price</b> (excluding applicable tax) (A + B + C =)			<b>\$</b>

**TABLE 2. Option Period One (1): April 01, 2023 – March 31, 2024**

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid in accordance with the unit prices set out below, in Canadian funds for all costs, including but not limited to all professional fees, all related project expenses and administration costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined. Customs duties are included and Applicable Taxes are extra.

<b>Item No.</b>	<b>Description: Guests Aged 11 years and Up</b>	<b>Unit of Measurement</b>	<b>Firm Price Per Unit (PU)</b>	<b>Estimated Quantity (EQ)</b>	<b>Extended Price(s) (PU x EQ)</b>
1.	Breakfast	Per Person	\$	5000	\$
2.	Hot Lunch	Per Person	\$	4500	\$
3.	Bag Lunch	Per Person	\$	1700	\$
4.	Dinner	Per Person	\$	5000	\$
5.	Coffee Service	Per Person	\$	2000	\$
<b>E.</b>		<b>Total Extended Price</b> (excluding applicable tax)			<b>\$</b>
<b>Item No.</b>	<b>Description: Children Aged 6 – 10 Years</b>	<b>Unit of Measurement</b>	<b>Firm Price Per Unit (PU)</b>	<b>Estimated Quantity (EQ)</b>	<b>Extended Price(s) (PU x EQ)</b>
1.	Breakfast	Per Person	\$	20	\$
2.	Hot Lunch	Per Person	\$	20	\$
3.	Bag Lunch	Per Person	\$	20	\$
4.	Dinner	Per Person	\$	20	\$

5.	Coffee Service	Per Person	\$	20	\$
<b>F.</b>	<b>Total Extended Price</b> (excluding applicable tax)				<b>\$</b>
Item No.	Description: Children Aged 1 – 5	Unit of Measurement	Firm Price Per Unit (PU)	Estimated Quantity (EQ)	Extended Price(s) (PU x EQ)
1.	Breakfast	Per Person	\$	20	\$
2.	Hot Lunch	Per Person	\$	20	\$
3.	Bag Lunch	Per Person	\$	20	\$
4.	Dinner	Per Person	\$	20	\$
5.	Coffee Service	Per Person	\$	20	\$
<b>G.</b>	<b>Total Extended Price</b> (excluding applicable tax)				<b>\$</b>
<b>H.</b>	<b>Option Period One (1)- Total Combined Price</b> (excluding applicable tax) <b>(E + F + G =)</b>				<b>\$</b>

**TABLE 3. Option Period Two (2): April 01, 2024 – March 31, 2025**

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid in accordance with the unit prices set out below, in Canadian funds for all costs, including but not limited to all professional fees, all related project expenses and administration costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined. Customs duties are included and Applicable Taxes are extra.

Item No.	Description: Guests Aged 11 years and Up	Unit of Measurement	Firm Price Per Unit (PU)	Estimated Quantity (EQ)	Extended Price(s) (PU x EQ)
1.	Breakfast	Per Person	\$	5000	\$
2.	Hot Lunch	Per Person	\$	4500	\$
3.	Bag Lunch	Per Person	\$	1700	\$
4.	Dinner	Per Person	\$	5000	\$
5.	Coffee Service	Per Person	\$	2000	\$
<b>I.</b>	<b>Total Extended Price</b> (excluding applicable tax)				<b>\$</b>
Item No.	Description: Children Aged 6 – 10 Years	Unit of Measurement	Firm Price Per Unit (PU)	Estimated Quantity (EQ)	Extended Price(s) (PU x EQ)
1.	Breakfast	Per Person	\$	20	\$
2.	Hot Lunch	Per Person	\$	20	\$
3.	Bag Lunch	Per Person	\$	20	\$

Solicitation No.:  
5P420-21-0186/A

Amendment No.:  
00

Contracting Authority:  
Ryan Taylor

Ver.11.30.21

Client Reference No.:  
n/a

Title:  
Catering Services – Palisades Centre, Jasper, AB

4.	Dinner	Per Person	\$	20	\$
5.	Coffee Service	Per Person	\$	20	\$
J.	<b>Total Extended Price</b> (excluding applicable tax)				\$
Item No.	Description: Children Aged 1 – 5	Unit of Measurement	Firm Price Per Unit (PU)	Estimated Quantity (EQ)	Extended Price(s) (PU x EQ)
1.	Breakfast	Per Person	\$	20	\$
2.	Hot Lunch	Per Person	\$	20	\$
3.	Bag Lunch	Per Person	\$	20	\$
4.	Dinner	Per Person	\$	20	\$
5.	Coffee Service	Per Person	\$	20	\$
K.	<b>Total Extended Price</b> (excluding applicable tax)				\$
L.	<b>Option Period One (2)- Total Combined Price</b> (excluding applicable tax) (I + J + K =)				\$

**4. Total Combined Extended Price**

Item No.	Description	Total Combined Price (s)
D.	<b>TABLE A: Contract Year:</b> April 01, 2022 – March 31, 2023	\$
H.	<b>TABLE B: Option Period One (1):</b> April 01, 2023 – March 31, 2024	\$
L.	<b>TABLE C: Option Period Two (2):</b> April 01, 2024 – March 31, 2025	\$
<b>Total Combined Extended Price</b> (excluding applicable tax) (Items D. + H. + L. =)		\$

**Notes:**

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

## 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.



**ANNEX D**

**INDIGENOUS BENEFITS PLAN**

**PART A**

**1. REPORTING REQUIREMENTS**

**1.1 Indigenous Benefits Plan Submission**

The Contractor’s Indigenous Benefits Plan (IBP) should provide detail on sub-contracting, skills development, and employment activities. The plan must provide details on how each transaction will be carried out, the proposed objectives and schedule, required resources, any dependencies, and what benefits (employment, skills development, or other) will be provided.

**1.2 Indigenous Benefits Plan Monthly Report**

The Contractor must provide a detailed report on a monthly basis detailing the benefits accomplished to date and a copy of the monthly report is required with each invoice submission. The Contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.

**1.3 Indigenous Benefits Plan Final Report**

The Contractor must provide a detailed report on the Indigenous Benefits accomplished throughout the project. This report must be provided to the Project Authority prior to Final Payment.

**2. FINAL CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

- (a) The successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the Indigenous Benefits Plan (IBP) portion of their bid. Supporting information (invoices, work logs, payroll receipts, etc.) must be provided by the Contractor prior to final payment.
- (b) The Contractor must indicate if any objectives were not met *and* identify why not.
- (c) Information provided may be subject to verification.
- (d) The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractor met its’ IBP guarantee.
- (e) Failure to comply with the request to submit the certification and report may result in the full penalty identified in Part B.

Example Achievement Table Format:

<b>1. Achievement of Human Resources Plan</b>		
<b>Current % of Indigenous Labour = _____ %</b>		
<b>Name &amp; Position Title</b>	<b>Onsite Indigenous Employee Hours</b>	<b>Total Employee Hours</b>

Solicitation No.:  
5P420-21-0186/A

Amendment No.:  
00

Contracting Authority:  
Ryan Taylor

Ver.11.30.21

Client Reference No.:  
n/a

Title:  
Catering Services – Palisades Centre, Jasper, AB

<b>2. Achievement of Indigenous Business Plan</b>		
Current % of Indigenous Subcontracting = ____ %		
<b>Subcontractor or Supplier Name</b>	<b>Value of work Sub-contracted</b>	
<b>3. Achievement of Skills Development Plan</b>		
<b>Name &amp; Position Title</b>	<b>Type of Training</b>	<b>Indigenous Training Hours</b>
<b>4. Achievement of Other Measures</b>		
<b>Description and Value of Measure(s) Achieved</b>		

#### CONTRACTOR CERTIFICATION

<b>INDIGENOUS BENEFIT PLAN ACHIEVEMENT CERTIFICATION:</b>		
_____	_____	_____
<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>The Contractor certifies the information contained in the ACHIEVEMENT TABLE is accurate and complete.</b>		

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

1. Under the provisions of the Contract, where the Contractor meets the IBP guarantees specified and certified in its bid, the Contractor will be paid the agreed contract price.
2. If the Contractor fails to fulfill their guarantee of the IBP, an amount of up to the assessed value of the guarantee may be deducted from the hold back provisions or final payment.
3. The amounts deducted will be determined based on the difference between the assessed value of the guarantee and the value of fulfilled portion of the guarantee.
4. For the purposes of the deduction calculation in situations where a guarantee is a percentage of the Contract Value, the "Contract Value" is calculated as the final contract value including all amendments to the original award amount unless identified as being excluded from the IBP calculation at the time of amendment or amendment negotiation.
5. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.

**Solicitation No.:**  
5P420-21-0186/A

**Amendment No.:**  
00

**Contracting Authority:**  
Ryan Taylor

Ver.11.30.21

**Client Reference No.:**  
n/a

**Title:**  
Catering Services – Palisades Centre, Jasper, AB

---

6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
7. Canada reserves the right, at their sole discretion, to reduce or eliminate amounts withheld if it can be clearly demonstrated that significant efforts were made to meet the IBP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

Solicitation No.:  
5P420-21-0186/A

Amendment No.:  
00

Contracting Authority:  
Ryan Taylor

Ver.11.30.21

Client Reference No.:  
n/a

Title:  
Catering Services – Palisades Centre, Jasper, AB

## ANNEX E

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

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

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

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

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

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

Solicitation No.:  
5P420-21-0186/A

Amendment No.:  
00

Contracting Authority:  
Ryan Taylor

Ver.11.30.21

Client Reference No.:  
n/a

Title:  
Catering Services – Palisades Centre, Jasper, AB

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

## ANNEX F TO PART 4 OF THE BID SOLICITATION

### TECHNICAL EVALUATION

#### 1. Technical Bid Format

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated detailed below. Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the bid, **Canada strongly requests that bidders address and present topics in the order of the evaluation criteria under the same headings.**

To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Bidder is advised to pay careful attention to the wording used throughout this Request for Proposal (RFP). Failure to satisfy a term or condition of this RFP may result a bid being deemed non-responsive.

All information required for evaluation purposes must be included directly in the Bidder's technical bid. The evaluation team cannot consider information not provided directly in the technical bid (e.g. links to additional website content, references checks, etc.).

#### 2. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical criteria below.

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet all of the mandatory technical criteria. Bids declared non-responsive to the mandatory technical criteria will be given no further evaluation.

Item No.	Evaluation Criteria
2.1	The Bidder must have a minimum of 3 years' experience in the catering industry.
2.2	The Bidder must provide information on one (1) previous catering operation or current operation that has occurred within the past five (5) years where the Bidder is clearly identified as the prime contractor.
2.3	The Bidder must outline their proposed approach and methodology on how the Bidder will meet the objectives and deliverables described at Annex "A" - Statement of Work.

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

### 3. Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical criteria below.

For a bid to be declared responsive to the solicitation requirements it must meet or exceed the minimum points required for the point rated technical criteria. Bids that do not meet or exceed the minimum points required for the point rated technical criteria will be given no further evaluation.

Item No.	Evaluation Criteria	Point Criteria	Maximum Points
<b>3.1</b>	<b>Qualifications and Experience</b>		
<b>3.1.1</b>	The Bidder's proposal should clearly demonstrate their number of years of experience in the catering industry.	<p><b>1 point:</b> Three (3) years of experience but less than four (4) years' experience providing catering services.</p> <p><b>5 points:</b> More than four (4) years of experience but less than six (6) years' experience providing catering services.</p> <p><b>7 points:</b> More than six (6) but less than eight (8) years of experience providing catering services.</p> <p><b>10 points:</b> Eight (8) or more years of experience providing catering services.</p>	<b>10</b>
<b>3.1.2</b>	Bidders are encouraged to provide information on previous and/or current / ongoing catering service operations for large groups that have occurred within the past five (5) years	<p><b>1 point:</b> Information on one (1) previous and/or ongoing catering service operations in the last five (5) years of a similar scope and complexity.</p> <p><b>5 points:</b> Information on two (2) previous and/or ongoing catering service operations in the last five (5) years of a similar scope and complexity.</p> <p><b>10 points:</b> Information on three (3) previous and/or ongoing catering service operations in the last five (5) years of a similar scope and complexity.</p>	
<b>3.1.3</b>	Information on previous or currently ongoing catering operation(s) within the past five (5) years.	<b>0 points:</b> The information provided is insufficient or experience is not similar in scope and complexity.	<b>20</b>

	<p>The information being provided on previous catering operations should be similar in scope, nature and complexity to the requirements described at Annex “A” - Statement of Work (examples of a similar operation could be a conference centre, camp, or retirement home, etc.).</p> <p>Catering operations should demonstrate the Bidder’s experience catering for large groups.</p> <p><i>For the purposes of this RFP a large group is defined as being a group consisting of 20-100 or more people.</i></p>	<p><b>5 points.</b> Somewhat sufficient details provided on previous and / or ongoing catering service operations. The bidder appears to possess minimal experience catering for large groups within the past five (5) years.</p> <p><b>10 points:</b> Information on previous and / or ongoing catering service operations contains adequate details. Bidder appears to possess some experience catering for large groups within the past five (5) years.</p> <p><b>15 points:</b> Information on previous and / or ongoing catering service operations contains good details. Good experience that is similar in scope, nature and complexity. Consists mostly of directly relatable experience catering for large groups within the past five (5) years.</p> <p><b>20 points:</b> Information on previous and / or ongoing catering service operations contains complete details. Bidder demonstrates extensive experience that is similar in scope, nature and complexity. Consists entirely of experience catering for large groups within the past five (5) years.</p>	
<p><b>3.1.3</b></p>	<p>The Bidder’s proposal should include any relevant food service industry specific training standards required by the Bidder for their catering staff.</p> <p>These standards can include but are not limited to certifications and/or completed courses in the areas of:</p> <ul style="list-style-type: none"> <li>• a Certified Journey person</li> <li>• Certified Chef de Cuisine</li> <li>• Executive Chef</li> <li>• Executive Sous Chef</li> <li>• Sous Chef</li> <li>• Red Seal Certification; or</li> </ul>	<p><b>0 points:</b> No information provided, not addressed.</p> <p><b>3 points:</b> Incomplete details provided or minimal relevant food service industry specific training standards required by the Bidder for their catering staff.</p> <p><b>6 points:</b> Partial details provided. Demonstrates an adequate range of industry specific training required by the Bidder for their catering staff.</p> <p><b>9 points:</b> Complete details provided. Demonstrates a good range of industry specific training required by the Bidder for their catering staff.</p> <p><b>12 points:</b> Provides extensive detail. Demonstrates a high level of industry specific training required by the Bidder for their catering</p>	<p><b>12</b></p>



	<ul style="list-style-type: none"> <li>other alternative certifications</li> </ul>	staff (ex: Certified Chef de Cuisine and/or Red Seal Certification).	
<b>3.2</b>	<b>Approach &amp; Methodology</b>		
<b>3.2.1</b>	<p>The proposed approach and methodology should demonstrate to the Evaluation Team an understanding of the nature, scope and importance of this requirement. Also, how a quality level of service will be maintained to avoid any disruption or impact to the day to day operations of the Palisades Centre catering service.</p> <p>The Bidder' proposal should include:</p> <ul style="list-style-type: none"> <li>a detailed outline of the significant duties involved</li> <li>identify key staff positions; and</li> <li>clearly identify their individual roles and responsibilities</li> </ul>	<p><b>0 points:</b> The information provided is unsuitable or insufficient.</p> <p><b>5 points:</b> Incomplete details. Demonstrates little understanding of the scope, duties, roles and responsibilities for the ability to meet the required level of service.</p> <p><b>10 points:</b> Some details provided. Demonstrates some understanding of the scope, duties, roles and responsibilities for the potential ability to meet the required level of service.</p> <p><b>15 points:</b> Complete details provided. Demonstrates a good understanding of the scope, duties, roles and responsibilities and ability to meet the required level of service.</p> <p><b>20 points:</b> Extensive details provided. A thorough demonstration of the understanding of the scope, duties, roles and responsibilities with the ability to exceed the required level of service.</p>	<b>20</b>
<b>3.2.2</b>	<p>The Bidder's proposed approach and methodology should demonstrate an understanding of the potential challenges for carrying out the Work and how these challenges might be overcome.</p> <p>For example but not limited to addressing highly fluctuating labour needs and potential shortages</p>	<p><b>0 points:</b> The information provided is unsuitable or insufficient.</p> <p><b>4 points:</b> Demonstrates a poor understanding of the potential challenges for carrying out the Work or how these challenges might be overcome.</p> <p><b>9 points:</b> Demonstrates a good understanding of the potential challenges for carrying out the Work and how these challenges can be overcome.</p> <p><b>15 points:</b> Demonstrates an excellent understanding of the challenges for carrying out the Work and provides sound solutions for how these challenges can be overcome.</p>	<b>15</b>

<b>3.2.3</b>	<p>Bidder must describe the approach to be used to meet the requirements for Consumable Supplies and Environmental Best Practices described at Annex “A” - Statement of Work:</p> <ul style="list-style-type: none"> <li>a) purchasing and supplying environmentally-friendly paper products made from recycled content</li> <li>b) procuring consumable supplies with a minimum of packaging</li> <li>c) sourcing locally-produced, sustainable foods</li> </ul>	<p><b>0 points:</b> No information provided, not addressed.</p> <p><b>1 point:</b> Poor detail. Little demonstration of the ability to meet the requirements for Consumable Supplies and Environmental Best Practices in purchasing and supplying environmentally-friendly paper products, bulk supplies and sourcing local, sustainable foods.</p> <p><b>3 points:</b> Good detail and demonstration provided of the ability to meet the requirements for Consumable Supplies and Environmental Best Practices in purchasing and supplying environmentally-friendly paper products, bulk supplies and sourcing local, sustainable foods.</p> <p><b>5 points:</b> Extensive detail provided. Thoroughly demonstrates the ability meet the requirements for Consumable Supplies and Environmental Best Practices in purchasing and supplying environmentally-friendly paper products, bulk supplies and sourcing local, sustainable foods.</p>	<b>5</b>
--------------	---	---	----------

<b>Total Points Available</b>	<b>82</b>
<b>Minimum Points Required</b>	<b>40</b>

**Bids that do not obtain the required minimum of 40 points overall for the point rated technical criteria will be given no further evaluation.**

## **ANNEX G TO PART 4 OF THE BID SOLICITATION**

### **INDIGENOUS BENEFITS PLAN EVALUATION**

#### **PART A INFORMATION**

##### **1. Preamble**

The Contractor should attempt to provide specific and agreed upon benefits for Indigenous People and Indigenous Firms in the Area of the Contract.

Due to the location of the work to be completed in Jasper National Park, this may include, but is not limited to: Alexis Nakota Sioux Nation, Aseniwuche Winewak Nation of Canada, Bighorn Chiniki Stoney Nation, Enoch Cree Nation #440, Ermineskin Cree Nation, Foothills Ojibway First Nation, Horse Lake First Nation, Kelly Lake Cree Nation, Lac Ste. Anne, Gunn Métis Local #55, Louis Bull First Nation, Métis Nation of Alberta Association - Region 4, Métis Nation British Columbia (MNBC), Mountain Cree (Smallboy's Camp), Mountain Métis Nakcowinewak Nation of Canada, Paul First Nation, Samson Cree Nation, Simpcw First Nation, Stoney Nakoda Nation, Sucker Creek First Nation, Sunchild First Nation, Swan River First Nation.

##### **2. Indigenous Benefits Plan**

The Contractor should submit the Indigenous Benefits Plan for Canada's approval with their tender package as outlined in the additional document attachments.

###### **2.1 Requirements for Bidders**

In order to receive points for any Indigenous Benefits Plan provided, the Bidder's proposal must include a clear description of the minimum amount of Indigenous Benefits guaranteed during the period of the project and must describe how the Bidder will address the contractual requirements of this procurement for the inclusion of Indigenous labour, Indigenous training and the sub-contracting of Indigenous Firms in the Area of the Contract.

Sufficient detail must be included in the Indigenous Benefits Plan to allow Canada to assess the value and quality of the proposed Indigenous Benefits as well as the probability of the Bidder meeting each of the outlined objectives.

##### **3. Reporting Requirements**

###### **3.1 Indigenous Benefits Plan Submission**

The Contractors Indigenous Benefits Plan should provide detail on sub-contracting, skills development, and employment activities. The plan must provide details on how each transaction will be carried out, the proposed objectives and schedule, required resources, any dependencies, and what benefits (employment, skills development, or other) will be provided.

###### **3.2 Indigenous Benefits Plan Monthly Report**

The Contractor must provide a detailed report on a monthly basis detailing the benefits accomplished to date and a copy of the monthly report is required with each invoice submission. The Contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.

### 3.3 Indigenous Benefits Plan Final Report

The Contractor must provide a detailed report on the Indigenous Benefits accomplished throughout the project. This report must be provided to the Project Authority prior to Final Payment.

#### PART B EVALUATION CRITERIA

##### 1. Evaluation & Assessment of IBP

A total of up to 100 points will be awarded for the inclusion of an Indigenous Benefits Plan (IBP). This will be worth 10% of the total bid evaluation.

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, the Bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached Guarantee Table to supplement the IBP submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Bidders will be held to guarantees/ certifications made under their IBP, regardless of the points achieved under the evaluation of the IBP bid criteria.

Canada reserves the right to verify any information provided in the IBP guarantee and that untrue statements may result in the tender being declared non-responsive.

##### 2. Evaluation Criteria

<b>BID CRITERIA</b> <i>Canada reserves the right to confirm validity of all declarations/ guarantees.</i>	<b>TOTAL AVAIL. POINTS</b>
<b>1. HUMAN RESOURCES PLAN:</b>  Bidders will be evaluated on their firm guarantee to use Indigenous people from the Area of the Contract in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.  Percentages should be supported by a list of specific positions, categories, overall percentage of labour, value or cost of labour, labour hours and the total project hours that may or will be staffed by onsite Indigenous employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.  Total guaranteed Indigenous Employment/Labour % of Contract: _____ %	<b>30 Points</b>

Bidder must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.

Each responsive bid will be prorated against the bidder proposing the highest % of proposed guaranteed Indigenous Employment, with the proposal committing to the highest number of labour hours receiving full points.

	Bidder 1	Bidder 2	Bidder 3
<b>Proposed guaranteed Indigenous Position #1 hours</b>	150	100	150
<b>Proposed guaranteed Indigenous Position #2 hours</b>	250	210	50
<b>Total proposed guaranteed Indigenous hours</b>	400	310	200
<b>Total estimated hours required for project</b>	1000	950	900
<b>Proposed guaranteed Indigenous Employment/Labour % of Contract</b>	40%	34%	22%
<b>Calculation of points</b>	40%/40% = 100% of total points available	34%/40% = 85% of total points available	22%/40% = 55% of total points available

*If only one bidder makes a commitment with respect to guaranteed Indigenous Employment, points will be assigned, at Canada’s discretion, based on the assessed socio-economic benefit to the Area of the Contract.*

**2. INDIGENOUS BUSINESS PLAN:**

Bidders will be evaluated on their firm guarantee to use Indigenous Contractors for services or the procurement of supplies and equipment from the local Indigenous Communities as defined in the Area of Contract.

Note: if the Prime Contractor is an Indigenous owned business, all supplier and subcontracting costs qualify as Indigenous Sub-Contracting/ Supplier Costs.

Points awarded should be supported by a list of specific sub-contractors or suppliers that may or will be used by the Contractor and will be confirmed during activities based on supporting documentation provided by the Contractor.

Total guaranteed Indigenous Subcontractors/ Suppliers % of Contract: \_\_\_\_\_ %

**40 points**

Percentages must be supported by a list of specific subcontractor/ suppliers that can be confirmed as Indigenous subcontractors. Verification of Indigenous businesses may be made through:

- Indigenous Services Canada (ISC) Indigenous Business Directory;  
<https://www.sac-isc.gc.ca/rea-ibd>;
- A list provided by the local First Nations, if applicable.

Each responsive bid will be prorated against the bidder proposing the highest % of proposed guaranteed Indigenous Subcontractors/ Suppliers, with the proposal committing to the highest number of labour hours receiving full points.

	Bidder 1	Bidder 2	Bidder 3
<b>Proposed guaranteed Indigenous subcontracting spend \$</b>	\$2000	\$1000	\$1500
<b>Proposed guaranteed Indigenous supplier spend \$</b>	\$3000	\$2000	\$500
<b>Total proposed guaranteed Indigenous subcontracting and supplier spend \$</b>	\$5000	\$3000	\$2000
<b>Total project cost (bid price) \$</b>	\$10000	\$9000	\$8000
<b>Proposed guaranteed Indigenous Subcontractors/Suppliers % of Contract</b>	50%	33%	25%
<b>Calculation of points</b>	50%/50% = 100% of total points available	33%/50% = 66% of total points available	25/50% = 50% of total points available

*If only one bidder makes a commitment with respect to guaranteed Indigenous Employment, points will be assigned, at Canada’s discretion, based on the assessed socio-economic benefit to the Area of the Contract.*

**3. SKILLS DEVELOPMENT PLAN (TRAINING):**

Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Indigenous peoples from the Area of the Contract at no additional cost under this Contract. “Training and Apprenticeship” is considered delivered when the receiving individuals are registered and acquiring certifiable work skills. This is typically achieved through an independent third party certification process.

Training hours committed must be supported by a list of specific training that will be provided, value of training, number of hours committed and the applicable resulting certification achieved.

**30  
Points**

Trade Apprenticeship and Trade Skills Development hours must count toward Red Seal Trade Certification in order to count. Health and Safety Training Hours must be accredited through a third party certification process in order to count. Bidders that commit to Trade Apprenticeship and Trade Skills Development hours, will earn a multiplier of 1.5 hrs for every one (1) hour proposed for scoring of “Calculated Number of Trades Apprenticeship and Trade Skills Development Hours”.

To establish the total training score, “Health and Safety Hours” and “Calculated Number of Trade Apprenticeship and Trade Skills Development Hours” will be added together. Each responsive bid will be prorated against the bidder proposing the highest number of total training hours, with the proposal committing to the highest number of training hours receiving full points.

	Bidder 1	Bidder 2	Bidder 3
<b>Proposed number of Health &amp; Safety Training Hours certified through a recognized third party organization</b>	20 hours	35 hours	60 hours
<b>Proposed number of Trade Apprenticeship and Trade Skill Development Hours</b>	100 hours	50 hours	0 hours
<b>Calculated number of Trade Apprenticeship and Trade Skills Development Hours (with 1.5 multiplier – for scoring purposes only)</b>	100 hours * 1.5 = 150	50 hours * 1.5 = 75	0 hours * 1.5 = 0
<b>Total number of training hours proposed</b>	170 hours	110 hours	60 hours
<b>Calculation of points</b>	170/170 = 100% of total points available	110/170 = 65% of total points available	60/170 = 35% of total points available

*If only one bidder makes a commitment with respect to delivery of on-the-job training and apprenticeship programs, points will be assigned, at Canada’s discretion, based on the assessed socio-economic benefit to the Area of the Contract.*

**TOTAL POSSIBLE POINTS**

**100 Points**

**3. Bidder Guarantee and Certification**

1. Information provided may be subject to verification.
2. For follow-up purposes, the communities may receive copies of the contractors Indigenous Benefits Plan and periodically receive performance monitoring results.
3. Bidders will be held to guarantees/ certifications made under their Indigenous Benefits Plan, regardless of the points achieved under the evaluation of the IBP evaluation criteria.

**Solicitation No.:**  
5P420-21-0186/A

**Amendment No.:**  
00

**Contracting Authority:**  
Ryan Taylor

Ver.11.30.21

**Client Reference No.:**  
n/a

**Title:**  
Catering Services – Palisades Centre, Jasper, AB

4. By submitting a bid, the Bidder certifies its IBP guarantee for contracting submitted with its bid is accurate and complete. The Bidder acknowledges and confirms that any commitments or guarantees in its bid for this contract are covenants under the Contract.

Example Guarantee Table Format:

<b>1. Human Resources Plan</b>		
<b>Guaranteed % of Indigenous Labour = _____ %</b>		
<b>Name &amp; Position Title (Provide name(s) where possible)</b>	<b>Onsite Indigenous Employee Hours</b>	<b>Total Employee Hours</b>
Bidders to include the # of hours to be worked, categories, overall percentage of labour, labour hours and the total project hours.		
<b>2. Indigenous Business Plan</b>		
<b>Guaranteed % Indigenous Subcontracting = _____ %</b>		
<b>Subcontractor or Supplier Name</b>	<b>Value of work to be Sub-contracted</b>	
<b>3. Skills Development Plan</b>		
<b>Name &amp; Position Title (Provide name(s) where possible)</b>	<b>Type of Training</b>	<b>Indigenous Training Hours</b>
Bidders MUST include type of training and hours of training.		
<b>4. Other Measures</b>		
<b>Description and Value of Proposed Measure(s)</b>		
Bidders MUST include the description and value of proposed measure(s).		



Solicitation No.:  
5P420-21-0186/A

Amendment No.:  
00

Contracting Authority:  
Ryan Taylor

Ver.11.30.21

Client Reference No.:  
n/a

Title:  
Catering Services – Palisades Centre, Jasper, AB

---

## ANNEX H TO PART 5 OF THE BID SOLICITATION

### COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), warrant and certify that  
all personnel that

\_\_\_\_\_ (*name of business*) will provide on the resulting  
Contract who access federal government workplaces where they may come into contact with public  
servants will be:

**(check the applicable option[s] below)**

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;  
or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the

\_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

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

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

**Optional**

**Solicitation No.:**  
5P420-21-0186/A

**Amendment No.:**  
00

**Contracting Authority:**  
Ryan Taylor

Ver.11.30.21

**Client Reference No.:**  
n/a

**Title:**  
Catering Services – Palisades Centre, Jasper, AB

---

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

**Initials:** \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

**ANNEX I 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**

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

**List of Names**

Name	Title

**Solicitation No.:**  
5P420-21-0186/A

**Amendment No.:**  
00

**Contracting Authority:**  
Ryan Taylor

Ver.11.30.21

**Client Reference No.:**  
n/a

**Title:**  
Catering Services – Palisades Centre, Jasper, AB

---


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

## ANNEX J 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? <b>Yes</b> ( <input type="checkbox"/> ) <b>No</b> ( <input type="checkbox"/> )
---

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

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

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

**Solicitation No.:**  
5P420-21-0186/A

**Amendment No.:**  
00

**Contracting Authority:**  
Ryan Taylor

Ver.11.30.21

**Client Reference No.:**  
n/a

**Title:**  
Catering Services – Palisades Centre, Jasper, AB

---

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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