

## Solicitation Cover Page

**RETURN BIDS TO:**

Agriculture and Agri-Food Canada

**Address:** Eastern Service Center

**Attention:** Marie-Pier Parent

**Email:** aaafc.escprocurement-cseapprovisionnement.aac@agr.gc.ca

### INVITATION TO TENDER

**Proposal To: Agriculture and Agri-Food Canada**

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

**Comments:**

**Vendor/Firm Name and Address:**

**Issuing Office**

Agriculture and Agri-Food Canada  
Eastern Service Center

<b>Title:</b> Refuse collection and removal services at the Charlottetown Research and Development Center (RDC) including the Harrington Farm Centre.	
<b>Solicitation Number</b> 01B46-24-008	<b>Date of solicitation:</b> 2024-03-06
<b>Solicitation Closes:</b> At: 2:00 PM On: 2024-04-10	<b>Time Zone:</b> EDT
<b>Address Enquiries to:</b>  Name: Marie-Pier Parent Email: marie-pier.parent@AGR.GC.CA	
<b>Telephone Number:</b> 506-531-7263	<b>FAX Number:</b>
<b>Destination of Goods, Services and Construction:</b> Charlottetown Research and Development Center (RDC) 440 UNIVERSITY AVENUE CHARLOTTETOWN PE C1A 4N6	
<b>Instructions:</b> Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.	
<b>Delivery required:</b>	<b>Delivery offered:</b>
<b>Vendor/Firm Name and Address:</b>	
<b>Name and title of person authorized to sign on behalf of vendor/firm (type or print)</b>	
<b>Signature</b>	
<b>Date</b>	

---

## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1.1	SECURITY REQUIREMENTS.....	2
1.2	STATEMENT OF WORK.....	2
1.3	DEBRIEFINGS.....	2
1.4	CANADA POST CORPORATION'S (CPC) CONNECT SERVICE.....	2

### **PART 2 - BIDDER INSTRUCTIONS..... 2**

2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	2
2.2	SUBMISSION OF BIDS.....	4
2.3	FORMER PUBLIC SERVANT.....	4
2.4	ENQUIRIES - BID SOLICITATION.....	5
2.5	APPLICABLE LAWS.....	5
2.6	BID CHALLENGE AND RECOURSE MECHANISMS.....	5
2.7	OPTIONAL SITE VISIT.....	6

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

3.1	BID PREPARATION INSTRUCTIONS.....	6
-----	-----------------------------------	---

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 6**

4.1	EVALUATION PROCEDURES.....	6
-----	----------------------------	---

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

5.1	CERTIFICATIONS REQUIRED WITH THE BID.....	7
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	7

### **PART 6 - RESULTING CONTRACT CLAUSES..... 7**

6.1	SECURITY REQUIREMENTS.....	8
6.2	STATEMENT OF WORK.....	8
6.3	STANDARD CLAUSES AND CONDITIONS.....	8
6.4	TERM OF CONTRACT.....	8
6.5	AUTHORITIES.....	8
6.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	9
6.7	PAYMENT.....	9
6.8	INVOICING INSTRUCTIONS.....	10
6.9	CERTIFICATIONS AND ADDITIONAL INFORMATION.....	10
6.10	APPLICABLE LAWS.....	10
6.11	PRIORITY OF DOCUMENTS.....	10
6.12	DISPUTE RESOLUTION.....	10

### **ANNEX A - STATEMENT OF WORK.....**

### **ANNEX B - BASIS OF PAYMENT & FINANCIAL EVALUATION.....**

### **ANNEX C - SANITATION PICKUP SERVICE SCHEDULE.....**

### **ANNEX D-1 - INTERGRITY VERIFICATION FORM.....**

### **ANNEX D-2 - INTERGRITY DECLARATION FORM.....**

---

## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There are no security requirements applicable to the Contract.

### 1.2 Statement of Work

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

### 1.3 Debriefings

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

### 1.4 Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, and are amended as follows:

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20):  
Delete "Public Works and Government Services Canada" and Insert "Agriculture and Agri-Food Canada".  
Delete "PWGSC" and Insert "AAFC".

Subsection 5.2 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:

**DELETE:** (d) send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

**INSERT:** (d) send its bid only to the specified Bid Receiving Unit of Agriculture and Agri-Food Canada (AAFC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

---

Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service

**DELETE:** Subsection 1 and 2 in its entirety.

**INSERT:** 08 (2022-03-29) Canada Post Corporation's (CPC) Connect service

1. Canada Post Corporation's Connect service
  - a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [Connect service](#) provided by Canada Post Corporation.  
The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by Agriculture and Agri-Food Canada is:  
[aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca](mailto:aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca).
  - b. To submit a bid using CPC Connect service, the Bidder must either:
    - i. send directly its bid only to the specified AAFC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
    - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified AAFC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
  - c. If the Bidder sends an email requesting CPC Connect service to the specified AAFC Bid Receiving Unit in the bid solicitation, an officer of the AAFC Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
  - d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least 30 business days after the solicitation closing date and time.
  - e. The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
  - f. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the AAFC Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
  - g. For bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete bid;
    - ii. availability or condition of the CPC Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the bid;
    - v. failure of the Bidder to properly identify the bid;
    - vi. illegibility of the bid;
    - vii. security of bid data; or,
    - viii. inability to create an electronic conversation through the CPC Connect service.
  - h. AAFC Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or AAFC Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - i. Bidders must ensure that they are using the correct email address for the AAFC Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the AAFC Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
  - j. A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

---

## 2.2 Submission of Bids

Bids must be submitted using the email address indicated on page 1 (cover page) of this invitation to tender (ITT) **OR** using Canada Post Corporation (CPC) Connect service.

For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bid solicitations issued by Agriculture and Agri-Food Canada the email is:

[aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca](mailto:aafc.procbidreceiving-receptiondesoumissionaprov.aac@agr.gc.ca)

Note: Bids **will not be accepted** if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions 2003, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

## 2.3 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 ( ) No ( )** *(to be filled by contractor)*

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

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

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

---

proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

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

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.

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.5 Applicable Laws**

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

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.

### **2.6 Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) 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)
- (c) 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.

---

## 2.7 **Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Agriculture and Agri-Food Canada (AAFC), 440 University Avenue, Charlottetown PEI, in the main lobby, on Tuesday, March 19, 2024. The site visit will begin at 10 AM (ADT).

Bidders are requested to communicate with Kenny MacInnis ([kenneth.macinnis@agr.gc.ca](mailto:kenneth.macinnis@agr.gc.ca)) no later than Monday, March 18, 2024 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submits its bid in separately bound sections 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 Annex B - Basis of Payment & Financial Evaluation.

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

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

##### **3.1.2 SACC Manual Clauses**

#### **Section II: Certifications**

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

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

---

## **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, the Integrity Verification Form (Annex D-1), and **if applicable**, the Integrity Declaration Form (Annex D-2) or also available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/employment-social-development-canada) website.

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

## **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 are no security requirements applicable to the Contract.



## 6.2 Statement of Work

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

## 6.3 Standard Clauses and Conditions

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

### 6.3.1 General Conditions

[2010C](#) (2022-12-01), General Conditions - Service (Medium Complexity), apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from July 1, 2024 to June 30, 2025 inclusive.

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Annex B - Basis of Payment & Financial Evaluation.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

#### Marie-Pier Parent

Contracts Officer  
Agriculture and Agri-Food Canada  
2001 Robert-Bourassa, Room 671-TEN,  
Montreal QC H3A 3N2  
Tel.: 506-531-7263  
E-mail: [marie-pier.parent@AGR.GC.CA](mailto:marie-pier.parent@AGR.GC.CA)

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

### 6.5.2 Project Authority *(to be filled at contract award)*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### **6.5.3 Contractor's Representative *(to be filled at contract award)***

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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

### **6.7 Payment**

#### **6.7.1 Basis of Payment**

For the Work described in Annex A – Statement of Work:

For regular work, payment will be made no more than once a month in accordance with the Annex B - Basis of Payment & Financial Evaluation, following the submission of all invoicing documentation and upon acceptance by the Project Authority.

For “on demand” work, the Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with Annex B - Basis of Payment & Financial Evaluation, to a limitation of expenditure of \$1000 (see 6.7.3. Limitation of Expenditure for “on demand” Services). Customs duties are included and Applicable Taxes are extra.

#### **6.7.2 Electronic Payment of Invoices – Contract**

The Contractor agrees to receive payment through direct deposit to a financial institution.

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada [Privacy Act and Access to Information Act \(R.S.C., 1985, c. A-1\)](#).

Additional information is available at:

[www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html](http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html)

#### **6.7.3 Limitation of Expenditure for “on demand” Services**

1. For “on demand” Services, Canada's total liability to the Contractor under the Contract must not exceed **\$1000** (plus applicable taxes) annually.
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.

## **6.8 Invoicing Instructions**

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

## **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2022-12-01), General Conditions - Service (Medium Complexity);
- (c) Annex A – Statement of Work ;
- (d) Annex B – Basis of Payment & Financial Evaluation;
- (e) Annex C – Sanitation Pickup Service Schedule;
- (f) Annex D-1 – Integrity Verification Form;  
Annex D-2 – Integrity Declaration Form (If applicable).

## **6.12 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



## ANNEX A - STATEMENT OF WORK

### 1. **General**

Scope of Work under this contract includes but shall not be limited to the provisions of all labour, material and equipment necessary to complete the following work at Agriculture and Agri-Food Canada (AAFC) in accordance with the specifications and general conditions.

### 2. **Work Included**

Carry out refuse removal. Contract consists of the collection of refuse at the sites listed below and the disposal of the refuse at designated Municipal sites.

#### **Location:**

- AAFC, 440 University Avenue, Charlottetown, PE, Bldg. 1
- AAFC, 33 Lily Pond Drive, Charlottetown, PE, Bldg. 33
- AAFC, 64 Lily Pond Drive, Charlottetown, PE, Bldg. 64
- AAFC, 1200 Brackley Point Road, Harrington, PE, Bldg. 71
- AAFC, 1200 Brackley Point Road, Harrington, PE Bldg. 80
- AAFC, 1200 Brackley Point Road, Harrington, PE Bldg. 84

### 3. **Work Schedule**

Upon receiving acceptance of this RFT and prior to starting the work, contact the Project Authority to submit a work schedule and to schedule a site meeting.

### 4. **Meetings**

Attend meetings at the sites when required by the Project Authority.

### 5. **Code and Legislated Requirements:**

The following codes and standards in effect at the time of award are subject to change/revision. The latest editions of each, but not limited to, shall be enforced during the term of the contract.

1. Part II of the Canada Labour Code.
2. Canadian Construction and Canada Labour Safety Codes: Provincial Government, Federal Government and Worker's Compensation Board.
3. Canadian Environmental Protection Act.
4. The Contractor is responsible to be familiar with the mentioned Codes and Standards and to ensure that all work undertaken on behalf of AAFC is completed in a safe and environmentally friendly manner.
5. In the event of a conflict between any of the above codes or standards the most stringent shall apply.



6. These standards must be an integral part of the contract. The Contractor must be familiar with the contents and requirements as related to the work and materials specified.

## **6. Licenses and Permits**

1. Provide the authorities having jurisdiction with all information when requested.
2. Pay all fees and obtain certificates and permits that are required to empty all of the containers in Charlottetown and Harrington. This includes the 9cu yd contaminated waste permit from the province.
3. Provide these certificates and permits when requested.

## **7. Taxes**

Pay applicable Federal, Provincial and Municipal taxes.

## **8. Environmental**

All work is to be performed in accordance with the Canadian Environmental Protection Act and the Provincial Environmental Protection Act Waste Resource management Regulations.

## **9. Bidder/Tenderers Qualification**

1. The Successful contractor is to provide: (within five (5) days from award):
  1. A copy of the Company's site-safety plan.
  2. Documentation indicating that the bidder/tenderer meets the Occupational Health & Safety Act and Regulations of Prince Edward Island. This shall include the company's Safety Manual, which includes Company Safety Policy & Assignment of Responsibilities, Hazard Assessment, Safe Work Practices/Job Procedures, Rules, Personnel Protective Equipment, Maintenance Program, Training & Safety Meetings, Investigations, Environmental, Emergency Preparedness, Records, and Statistics & Harassment.
  3. Certification letter of good standing from Worker's Compensation Board.
  4. Signed statement by the manager of the company that the company will maintain Worker's Compensation Board coverage for the life of the Contract including subcontractor.
  5. Proof of insurance.
2. Before Work Begins: The successful contractor is to provide documentation:
  1. Certification of training for safety for all personnel that will be involved with the Contract. Updated list complete with licenses shall be kept on site including personnel changes.



## **10. Scheduling and Hours of Work**

1. Carry out work during our regular business hours, 8:00am to 4:30pm (Monday to Friday) unless directed otherwise.

## **11. Co-ordination and Protection**

1. Execute work with minimum disturbance to occupants, public and normal use of buildings. Maintain access and exits as work area could be occupied during execution or work.
2. All possible safety precautions are to be taken to ensure the protection of employees and the public during the course of the work.

## **12. Disposal Operations**

1. Conduct disposal operations to comply with Federal, Provincial, anti-pollution, municipal and Local Laws and regulations.
2. Refuse is to be removed from the bulk containers to the collection vehicle by means of a mechanical lift method in such a way that no spills or litter remains on site.
3. The contractor will ensure that any spillage is cleaned up as it occurs.
4. Initial frequency of containers pick-ups shall be as outlined on the Tender and Acceptance; however, these frequencies may change due to changing requirements and/or provincial Waste Watch regulations and initiatives.
5. Additional pick-ups requested by Agriculture and Agri-Food Canada shall be at the unit cost as quoted in Annex B – Basis of Payment & Financial Evaluation.
6. The bulk 2, 4 and 9 cu yd. containers must have lockable covers with contractor supplied locks for buildings 33 and 64.

## **13. Disposal Fees**

Recyclables, cardboard, waste and compost pick-up and disposal fees to be included in the price tables. Contaminated waste dump and return fee along with disposal fees to be included in price tables.

## **14. Containers**

1. The contractor shall provide and place at their own expense:
  - 3 - 4 cu yd. Front Load Steel Garbage dumpsters (Waste)
  - 3 - 4 cu yd. Front Load Steel Garbage dumpsters (Compost)
  - 2 - 4 cu yd. Front Load Steel Garbage dumpsters (Cardboard)
  - 1 - 2 cu yd. Recyclable slant top Container
  - 1 - 9 cu yd. Roll off Container (Contaminated Waste)
  - 3 - 95-Gallon Waste Cart
  - 3 - 95-Gallon Compost Cart
  - 3 - 95-Gallon Recycle Cart



The 2, 4 and 9 cu yd metal boxes to have a means of locking the boxes. The 95 gallon containers to have covers on each container.

2. The containers are to be located on site in areas designated by the Project Authority.
3. The containers shall each have a capacity as stated in section 15 and the Unit Price Table.

#### **15. Maintenance of Containers**

1. All Containers are to be kept in good repair.
2. When containers require repair or paint, they shall be removed from site and another container installed in its place during repairs.
3. Containers are to be disinfected as required and periodically removed from owner's premises, to be steamed and washed out.
4. Agriculture and Agri-Food Canada shall reserve the right to decide when containers are to be removed for repairs, paint, disinfected and steamed or washed out.

**ANNEX B  
BASIS OF PAYMENT & FINANCIAL EVALUATION**

**- BASIS OF PAYMENT -**

**Initial contract period (Year 1): From July 1, 2024 to June 30, 2025**

Recyclables, cardboard, waste, compost, contaminated waste pick-up and disposal fees to be included in the price tables.

**❖ 440 University Avenue, Charlottetown, PE, Bldg. 1**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly
Recycle (2 CU YD)	Weekly
Cardboard (4 CU YD)	Weekly

Monthly price (Year 1)  
Services for Bldg. 1 \$ \_\_\_\_\_

**❖ 1200 Brackley Point Road, Harrington, PE, Bldg. 80**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly
Cardboard (4 CU YD)	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 1)  
Services for Bldg. 80 \$ \_\_\_\_\_

**❖ 33 Lily Pond Drive, Charlottetown, PE, Bldg. 33**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly

Monthly price (Year 1)  
Services for Bldg. 33 \$ \_\_\_\_\_

**❖ 1200 Brackley Point Road, Harrington, PE, Bldg. 84**

Unit and type of Waste	Schedule
1 – 95 gallon Waste Cart	Weekly
1 – 95 gallon Compost Cart	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 1)  
Services for Bldg. 84 \$ \_\_\_\_\_

**❖ 64 Lily Pond Drive, Charlottetown, PE, Bldg. 64**

Unit and type of Waste	Schedule
Contaminated Waste (9 CU YD) Roll off Bin	Bi-Weekly

Prices (Year 1)  
Services for Bldg. 64 \$ \_\_\_\_\_/Ton  
Monthly Dump and return Fee for Bldg. 64 \$ \_\_\_\_\_

**❖ 1200 Brackley Point Road, Harrington, PE, Bldg. 71**

Unit and type of Waste	Schedule
2 – 95 gallon Waste Carts	Weekly
2 – 95 gallon Compost Carts	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 1)  
Services for Bldg. 71 \$ \_\_\_\_\_

**“On-demand” Services – Year 1**

For additional workload not described in Appendix B - Statement of Work.

Note: Annual limitation of \$ 1,000.00 for on-demand services.

Type	Unit Price
Waste (4 CU YD)	\$
Compost (4 CU YD)	\$
Recycle (2 CU YD)	\$
Cardboard (4 CU YD)	\$
95 gallon Waste Cart	\$
95 gallon Compost Cart	\$
95 gallon Recycle Cart	\$
Contaminated Waste (9 CU YD)	\$ /Ton
↳ Dump and return Fee	\$



**Year 2 (Optional): From July 1, 2025 to June 30, 2026**

Recyclables, cardboard, waste and compost pick-up and disposal fees to be included in the price tables.

❖ **440 University Avenue, Charlottetown, PE, Bldg. 1**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly
Recycle (2 CU YD)	Weekly
Cardboard (4 CU YD)	Weekly

Monthly price (Year 2)  
Services for Bldg. 1 \$ \_\_\_\_\_

❖ **1200 Brackley Point Road, Harrington, PE, Bldg. 80**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly
Cardboard (4 CU YD)	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 2)  
Services for Bldg. 80 \$ \_\_\_\_\_

❖ **33 Lily Pond Drive, Charlottetown, PE, Bldg. 33**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly

Monthly price (Year 2)  
Services for Bldg. 33 \$ \_\_\_\_\_

❖ **1200 Brackley Point Road, Harrington, PE, Bldg. 84**

Unit and type of Waste	Schedule
1 – 95 gallon Waste Cart	Weekly
1 – 95 gallon Compost Cart	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 2)  
Services for Bldg. 84 \$ \_\_\_\_\_

❖ **64 Lily Pond Drive, Charlottetown, PE, Bldg. 64**

Unit and type of Waste	Schedule
Contaminated Waste (9 CU YD) Roll off Bin	Bi-Weekly

Prices (Year 2)  
Services for Bldg. 64 \$ \_\_\_\_\_/Ton  
Monthly Dump and return Fee for Bldg. 64 \$ \_\_\_\_\_

❖ **1200 Brackley Point Road, Harrington, PE, Bldg. 71**

Unit and type of Waste	Schedule
2 – 95 gallon Waste Carts	Weekly
2 – 95 gallon Compost Carts	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 2)  
Services for Bldg. 71 \$ \_\_\_\_\_

**“On-demand” Services – Year 2**

For additional workload not described in Appendix B - Statement of Work.

Note: Annual limitation of \$ 1,000.00 for on-demand services.

Type	Unit Price
Waste (4 CU YD)	\$
Compost (4 CU YD)	\$
Recycle (2 CU YD)	\$
Cardboard (4 CU YD)	\$
95 gallon Waste Cart	\$
95 gallon Compost Cart	\$
95 gallon Recycle Cart	\$
Contaminated Waste (9 CU YD)	\$ /Ton
↳ Dump and return Fee	\$

**Year 3 (Optional): From July 1, 2026 to June 30, 2027**

Recyclables, cardboard, waste and compost pick-up and disposal fees to be included in the price tables.

❖ **440 University Avenue, Charlottetown, PE, Bldg. 1**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly
Recycle (2 CU YD)	Weekly
Cardboard (4 CU YD)	Weekly

Monthly price (Year 3)  
Services for Bldg. 1 \$ \_\_\_\_\_

❖ **1200 Brackley Point Road, Harrington, PE, Bldg. 80**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly
Cardboard (4 CU YD)	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 3)  
Services for Bldg. 80 \$ \_\_\_\_\_

❖ **33 Lily Pond Drive, Charlottetown, PE, Bldg. 33**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly

Monthly price (Year 3)  
Services for Bldg. 33 \$ \_\_\_\_\_

❖ **1200 Brackley Point Road, Harrington, PE, Bldg. 84**

Unit and type of Waste	Schedule
1 – 95 gallon Waste Cart	Weekly
1 – 95 gallon Compost Cart	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 3)  
Services for Bldg. 84 \$ \_\_\_\_\_

❖ **64 Lily Pond Drive, Charlottetown, PE, Bldg. 64**

Unit and type of Waste	Schedule
Contaminated Waste (9 CU YD) Roll off Bin	Bi-Weekly

Prices (Year 3)  
Services for Bldg. 64 \$ \_\_\_\_\_/Ton  
Monthly Dump and return Fee for Bldg. 64 \$ \_\_\_\_\_

**“On-demand” Services – Year 3**

For additional workload not described in Appendix B - Statement of Work.

Note: Annual limitation of \$ 1,000.00 for on-demand services.

❖ **1200 Brackley Point Road, Harrington, PE, Bldg. 71**

Unit and type of Waste	Schedule
2 – 95 gallon Waste Carts	Weekly
2 – 95 gallon Compost Carts	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 3)  
Services for Bldg. 71 \$ \_\_\_\_\_

Type	Unit Price
Waste (4 CU YD)	\$
Compost (4 CU YD)	\$
Recycle (2 CU YD)	\$
Cardboard (4 CU YD)	\$
95 gallon Waste Cart	\$
95 gallon Compost Cart	\$
95 gallon Recycle Cart	\$
Contaminated Waste (9 CU YD)	\$ /Ton
↳ Dump and return Fee	\$

**Year 4 (Optional): From July 1, 2027 to June 30, 2028**

Recyclables, cardboard, waste and compost pick-up and disposal fees to be included in the price tables.

**❖ 440 University Avenue, Charlottetown, PE, Bldg. 1**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly
Recycle (2 CU YD)	Weekly
Cardboard (4 CU YD)	Weekly

Monthly price (Year 4)  
Services for Bldg. 1 \$ \_\_\_\_\_

**❖ 1200 Brackley Point Road, Harrington, PE, Bldg. 80**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly
Cardboard (4 CU YD)	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 4)  
Services for Bldg. 80 \$ \_\_\_\_\_

**❖ 33 Lily Pond Drive, Charlottetown, PE, Bldg. 33**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly

Monthly price (Year 4)  
Services for Bldg. 33 \$ \_\_\_\_\_

**❖ 1200 Brackley Point Road, Harrington, PE, Bldg. 84**

Unit and type of Waste	Schedule
1 – 95 gallon Waste Cart	Weekly
1 – 95 gallon Compost Cart	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 4)  
Services for Bldg. 84 \$ \_\_\_\_\_

**❖ 64 Lily Pond Drive, Charlottetown, PE, Bldg. 64**

Unit and type of Waste	Schedule
Contaminated Waste (9 CU YD) Roll off Bin	Bi-Weekly

Prices (Year 4)  
Services for Bldg. 64 \$ \_\_\_\_\_/Ton  
Monthly Dump and return Fee for Bldg. 64 \$ \_\_\_\_\_

**“On-demand” Services – Year 4**

For additional workload not described in Appendix B - Statement of Work.

Note: Annual limitation of \$ 1,000.00 for on-demand services.

**❖ 1200 Brackley Point Road, Harrington, PE, Bldg. 71**

Unit and type of Waste	Schedule
2 – 95 gallon Waste Carts	Weekly
2 – 95 gallon Compost Carts	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 4)  
Services for Bldg. 71 \$ \_\_\_\_\_

Type	Unit Price
Waste (4 CU YD)	\$ _____
Compost (4 CU YD)	\$ _____
Recycle (2 CU YD)	\$ _____
Cardboard (4 CU YD)	\$ _____
95 gallon Waste Cart	\$ _____
95 gallon Compost Cart	\$ _____
95 gallon Recycle Cart	\$ _____
Contaminated Waste (9 CU YD)	\$ _____ /Ton
↳ Dump and return Fee	\$ _____

**Year 5 (Optional): From July 1, 2028 to June 30, 2029**

Recyclables, cardboard, waste and compost pick-up and disposal fees to be included in the price tables.

**❖ 440 University Avenue, Charlottetown, PE, Bldg. 1**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly
Recycle (2 CU YD)	Weekly
Cardboard (4 CU YD)	Weekly

Monthly price (Year 5)  
Services for Bldg. 1 \$ \_\_\_\_\_

**❖ 33 Lily Pond Drive, Charlottetown, PE, Bldg. 33**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly

Monthly price (Year 5)  
Services for Bldg. 33 \$ \_\_\_\_\_

**❖ 64 Lily Pond Drive, Charlottetown, PE, Bldg. 64**

Unit and type of Waste	Schedule
Contaminated Waste (9 CU YD) Roll off Bin	Bi-Weekly

Prices (Year 5)  
Services for Bldg. 64 \$ \_\_\_\_\_/Ton  
Monthly Dump and return Fee for Bldg. 64 \$ \_\_\_\_\_

**❖ 1200 Brackley Point Road, Harrington, PE, Bldg. 71**

Unit and type of Waste	Schedule
2 – 95 gallon Waste Carts	Weekly
2 – 95 gallon Compost Carts	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 5)  
Services for Bldg. 71 \$ \_\_\_\_\_

**❖ 1200 Brackley Point Road, Harrington, PE, Bldg. 80**

Unit and type of Waste	Schedule
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly
Cardboard (4 CU YD)	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 5)  
Services for Bldg. 80 \$ \_\_\_\_\_

**❖ 1200 Brackley Point Road, Harrington, PE, Bldg. 84**

Unit and type of Waste	Schedule
1 – 95 gallon Waste Cart	Weekly
1 – 95 gallon Compost Cart	Weekly
1 – 95 gallon Recycle Cart	Weekly

Monthly price (Year 5)  
Services for Bldg. 84 \$ \_\_\_\_\_

**“On-demand” Services – Year 5**

For additional workload not described in Appendix B - Statement of Work.

Note: Annual limitation of \$ 1,000.00 for on-demand services.

Type	Unit Price
Waste (4 CU YD)	\$
Compost (4 CU YD)	\$
Recycle (2 CU YD)	\$
Cardboard (4 CU YD)	\$
95 gallon Waste Cart	\$
95 gallon Compost Cart	\$
95 gallon Recycle Cart	\$
Contaminated Waste (9 CU YD)	\$ /Ton
↳ Dump and return Fee	\$

**- FINANCIAL EVALUATION -**

This section will not be part of the Contract, it is for evaluation purposes only  
(determination of the lowest bidder).

**YEAR 1**

<b>Location</b>	<b>Monthly Price</b>		<b>Annual Price</b>
440 University Avenue, Bldg. 1	_____	x 12 =	_____
33 Lily Pond Drive, Bldg. 33	_____	x 12 =	_____
64 Lily Pond Drive, Bldg. 64 Services	_____/Ton	x 6.0 (estimated) =	_____
<b>64 Lily Pond Drive, Bldg. 64 Dump &amp; Return</b>	_____	<b>x 12 =</b>	_____
1200 Brackley Point Road, Bldg. 71	_____	x 12 =	_____
1200 Brackley Point Road, Bldg. 80	_____	x 12 =	_____
1200 Brackley Point Road, Bldg. 84	_____	x 12 =	_____
<b>Total for Year 1 :</b>			_____

**YEAR 2**

<b>Location</b>	<b>Monthly Price</b>		<b>Annual Price</b>
440 University Avenue, Bldg. 1	_____	x 12 =	_____
33 Lily Pond Drive, Bldg. 33	_____	x 12 =	_____
64 Lily Pond Drive, Bldg. 64	_____/Ton	x 6.0 (estimated) =	_____
<b>64 Lily Pond Drive, Bldg. 64 Dump &amp; Return</b>	_____	<b>x 12 =</b>	_____
1200 Brackley Point Road, Bldg. 71	_____	x 12 =	_____
1200 Brackley Point Road, Bldg. 80	_____	x 12 =	_____
1200 Brackley Point Road, Bldg. 84	_____	x 12 =	_____
<b>Total for Year 2 :</b>			_____

**YEAR 3**

<b>Location</b>	<b>Monthly Price</b>		<b>Annual Price</b>
440 University Avenue, Bldg. 1	_____	x 12 =	_____
33 Lily Pond Drive, Bldg. 33	_____	x 12 =	_____
64 Lily Pond Drive, Bldg. 64	_____/Ton	x 6.0 (estimated) =	_____
<b>64 Lily Pond Drive, Bldg. 64 Dump &amp; Return</b>	_____	<b>x 12 =</b>	_____
1200 Brackley Point Road, Bldg. 71	_____	x 12 =	_____
1200 Brackley Point Road, Bldg. 80	_____	x 12 =	_____
1200 Brackley Point Road, Bldg. 84	_____	x 12 =	_____
<b>Total for Year 3 :</b>			_____

**YEAR 4**

<b>Location</b>	<b>Monthly Price</b>		<b>Annual Price</b>
440 University Avenue, Bldg. 1	_____	x 12 =	_____
33 Lily Pond Drive, Bldg. 33	_____	x 12 =	_____
64 Lily Pond Drive, Bldg. 64	_____/Ton	x 6.0 (estimated) =	_____
<b>64 Lily Pond Drive, Bldg. 64 Dump &amp; Return</b>	_____	<b>x 12 =</b>	_____
1200 Brackley Point Road, Bldg. 71	_____	x 12 =	_____
1200 Brackley Point Road, Bldg. 80	_____	x 12 =	_____
1200 Brackley Point Road, Bldg. 84	_____	x 12 =	_____
<b>Total for Year 4 :</b>			_____

**YEAR 5**

<b>Location</b>	<b>Monthly Price</b>		<b>Annual Price</b>
440 University Avenue, Bldg. 1	_____	x 12 =	_____
33 Lily Pond Drive, Bldg. 33	_____	x 12 =	_____
64 Lily Pond Drive, Bldg. 64	_____/Ton	x 6.0 (estimated) =	_____
<b>64 Lily Pond Drive, Bldg. 64 Dump &amp; Return</b>	_____	<b>x 12 =</b>	_____
1200 Brackley Point Road, Bldg. 71	_____	x 12 =	_____
1200 Brackley Point Road, Bldg. 80	_____	x 12 =	_____
1200 Brackley Point Road, Bldg. 84	_____	x 12 =	_____
<b>Total for Year 5 :</b>			_____

**Grand Total for Year 1 to 5 :** \_\_\_\_\_

**\*\*\*This amount will be compared against other receivable bids to determine the winner\*\*\***



Agriculture and  
Agri-Food Canada

Agriculture et  
Agroalimentaire Canada

## ANNEX C Sanitation Pickup Service Schedule

### **440 University Avenue**

Type of Container	Scheduled Service
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly
Recycle (2 CU YD)	Weekly
Cardboard (4 CU YD)	Weekly

### **Harrington**

Type of Container	Scheduled Service
Waste (4 CU YD) + Carts	Weekly
Compost (4 CU YD) + Carts	Weekly
Cardboard (4 CU YD)	Weekly
Recycle Carts	Weekly

### **Home Farm**

Type of Container	Scheduled Service
Waste (4 CU YD)	Weekly
Compost (4 CU YD)	Weekly

### **Building 64**

Type of Container	Scheduled Service
9 cu Yard Roll off Bin	Bi-Weekly

## Annex D-1

### 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 with their bid or offer. The required list differs depending on the bidder 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>
<input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole proprietor
<b>Supplier's address:</b>
<b>Supplier's procurement business number (optional):</b>
<b>Solicitation or transaction number:</b>



**Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd):**

**List of names**

Name	Title

**Declaration**

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

Signature

Please include with your bid or offer.



**Protected B** when completed

## Annex D-2 Integrity Declaration Form

An Integrity declaration form must be submitted when one or more of the following conditions apply:

1. the **supplier** has, in the past three years, been charged with or convicted of one of the offences listed in the [Ineligibility and Suspension Policy](#) (the “policy”); and/or
2. the **supplier** has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or
3. one of the **supplier’s affiliates**<sup>1</sup> has, in the past three years, been convicted of one of the offences listed in the policy, or has, in the past three years, been convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or
4. the supplier is unable to provide any of the certifications required by the [Integrity provisions](#).

### Instructions for Submitting an Integrity Declaration Form

#### Suppliers submitting bids by regular mail

1. Please complete the Integrity declaration form by providing the information requested.
2. Put the completed form in a sealed envelope labeled, “Protected B,” and addressed to:

Departmental Oversight Branch  
Public Works and Government Services Canada  
L’Esplanade Laurier, West Tower  
300 Laurier Avenue West  
Floor 10, Room 10149  
Ottawa, ON K1A 0R5  
Canada

3. Include the sealed envelope with your bid submission, offer or lease.

#### Suppliers submitting bids through the Electronic Procurement Solution (“SAP Ariba”) or by Canada Post *epost Connect*

1. Please complete the Integrity declaration form by providing the information requested.
2. Save or scan a signed copy of the document.

3. Send an email to [TPSGC.Surveillancedelintegrite-IntegrityCheck.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.Surveillancedelintegrite-IntegrityCheck.PWGSC@tpsgc-pwgsc.gc.ca) indicating that you would like to submit an Integrity declaration form via *ePost Connect*.

**Do not send the completed form directly to this email.**

4. Check your email for an *epost Connect* notification and follow instructions to submit the completed Integrity declaration form.

**Please Note: Only the completed declaration form should be sent to this *epost Connect* inbox. All remaining bid materials must be sent to the address provided in the solicitation documentation. Any other material sent to this address will not be read or forwarded, and this may result in a bid not being considered.**

## SECTION 1: SUPPLIER INFORMATION

Supplier's legal name:	
Supplier's address:	
Supplier's procurement business number (PBN):	
Lease or solicitation number:	
Date of bid, offer submission date or closing date of Invitation to Offer: (YYYY-MM-DD)	

## SECTION 2: FOREIGN CRIMINAL OFFENCES

If applicable, please provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to you, and foreign criminal convictions pertaining to your affiliates that, to the best of your knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions received in the past three years, including the information below, in a separate document under the heading **Foreign Criminal Offences**, to be included with this form.

Name of party with charge or conviction	
---	--

Relationship of party to supplier	
Foreign country and jurisdiction where charge/conviction occurred	
Specify whether charge or conviction	
Section number and law under which charge/conviction occurred	
Date of charge/conviction (YYYY-MM-DD)	
Domestic offence that may be similar	
Additional Comments:	

Additional charges/convictions are identified in a separate document included with this form:

Yes  No

## **SECTION 3: INABILITY TO PROVIDE A CERTIFICATE**

### **A. FOREIGN CRIMINAL CHARGES AND CONVICTIONS**

If you are unable to certify that you have provided the required list of all foreign criminal charges and convictions received in the past three years, you must explain why. The explanation should be provided in a separate document under the heading Inability to Certify as to Foreign Criminal Charges and Convictions, to be included with this form. Public Works and Government Services Canada (PWGSC) may request additional information from you.

An explanation regarding foreign criminal charges and convictions received in the past three years is provided in a separate document included with this form:

Yes  No

### **B. DOMESTIC CRIMINAL OFFENCES AND OTHER CIRCUMSTANCES**

If a domestic criminal offence or other circumstance described in the Policy applies to you or one of your affiliates, you must identify that offence or circumstance, below. By marking a box beside an offence, you are acknowledging that the identified party, be it you or an affiliate, has been charged with, convicted of or pleaded guilty to, that offence in the past three years. In the row titled Comments, you must identify the affected party by name and specify how the particular offence you have identified applies to the named party.

<b>Offence</b>	<b>Supplier</b>	<b>Affiliate</b>
<b><i>Financial Administration Act</i></b>		
80(1)(d): False entry, certificate or return	<input type="checkbox"/>	<input type="checkbox"/>
80(2): Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>
154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>Criminal Code</i></b>		
121: Frauds on the government and contractor subscribing to election fund	<input type="checkbox"/>	<input type="checkbox"/>
124: Selling or purchasing office	<input type="checkbox"/>	<input type="checkbox"/>
380: Fraud – committed against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>
418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>Criminal Code</i></b>		
119: Bribery of judicial officers	<input type="checkbox"/>	<input type="checkbox"/>
120: Bribery of officers	<input type="checkbox"/>	<input type="checkbox"/>
346: Extortion	<input type="checkbox"/>	<input type="checkbox"/>
366: Forgery	<input type="checkbox"/>	<input type="checkbox"/>
367: Punishment for forgery	<input type="checkbox"/>	<input type="checkbox"/>
368: Use, trafficking or possession of a forged document	<input type="checkbox"/>	<input type="checkbox"/>
382: Fraudulent manipulation of stock exchange transactions	<input type="checkbox"/>	<input type="checkbox"/>
382.1: Prohibited insider trading	<input type="checkbox"/>	<input type="checkbox"/>
397: Falsification of books and documents	<input type="checkbox"/>	<input type="checkbox"/>
422: Criminal breach of contract	<input type="checkbox"/>	<input type="checkbox"/>
426: Secret commissions	<input type="checkbox"/>	<input type="checkbox"/>
462.31: Laundering proceeds of crime	<input type="checkbox"/>	<input type="checkbox"/>
467.11: Participation in activities of criminal organization	<input type="checkbox"/>	<input type="checkbox"/>
467.12: Commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>
467.13: Instructing commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>Competition Act</i></b>		
45: Conspiracies, agreements or arrangements between competitors	<input type="checkbox"/>	<input type="checkbox"/>
46: Foreign directives	<input type="checkbox"/>	<input type="checkbox"/>
47: Bid rigging	<input type="checkbox"/>	<input type="checkbox"/>
49: Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>
52: False or misleading representation	<input type="checkbox"/>	<input type="checkbox"/>
53: Deceptive notice of winning a prize	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>Corruption of Foreign Public Officials Act</i></b>		

3:	Bribing a foreign public official	<input type="checkbox"/>	<input type="checkbox"/>
4:	Accounting	<input type="checkbox"/>	<input type="checkbox"/>
5:	Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>
<b>Controlled Drugs and Substances Act</b>			
5:	Trafficking in substance	<input type="checkbox"/>	<input type="checkbox"/>
6:	Importing and exporting	<input type="checkbox"/>	<input type="checkbox"/>
7:	Production of substance	<input type="checkbox"/>	<input type="checkbox"/>
<b>Lobbying Act</b>			
Registration of Lobbyists			
5:	Consultant Lobbyists	<input type="checkbox"/>	<input type="checkbox"/>
7:	In-house Lobbyists (Corporations and Organizations)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Income Tax Act</b>			
239:	False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>
<b>Excise Tax Act</b>			
327:	False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other circumstances (specify)</b>			
<b>Comments</b>			

**C. INABILITY TO CERTIFY AS TO A DETERMINATION OF INELIGIBILITY OR SUSPENSION**

If you are aware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor<sup>2</sup>, you should explain the circumstances in this form, including details relating to your capacity to participate in a federal contracting process. With respect to an ineligible or suspended subcontractor, include a copy of the written consent provided by the contracting department or agency to propose the ineligible or suspended subcontractor.

If you are otherwise unable to certify that you are unaware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor you must explain why.

All required explanations should be provided in a separate document under the heading Inability to Certify as to a Determination of Ineligibility or Suspension, to be included with this form.

PWGSC may request additional information from the supplier.

An explanation regarding a determination of ineligibility or suspension is provided in a separate document included with this form:

Yes  No

### 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. PWGSC may request additional information relating to this declaration. I am aware that a false or misleading certification or declaration will result in my proposal or offer being deemed non-responsive. I am also aware that Canada may terminate a contract or real property agreement for default when a supplier has provided a false or misleading certification or declaration and, further to the Policy, the supplier will be ineligible for award of a contract or real property agreement for 10 years.

\_\_\_\_\_  
Signature, Date

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Email address

### With Thanks

We appreciate your interest in doing business with the Government of Canada and your understanding of the additional steps that must be taken to protect the integrity of Canada's procurement and real property processes.

## Guidance Document for the Declaration Form

This Integrity declaration form is for use by bidders in procurement processes and by vendors, purchasers, tenants and lessors in real property transactions. In this form, the term “supplier” includes bidders, vendors, purchasers, tenants and lessors. The term “party” is used in this form to include suppliers and affiliates.

The Integrity provisions contained in instruments involved in procurement processes and real property transactions require a supplier to submit an Integrity declaration form when one or more of the following conditions apply:

1. the **supplier** has, in the past three years, been charged with or convicted of one of the offences listed in the [Ineligibility and Suspension Policy](#) (the “policy”); and/or
2. the **supplier** has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or
3. one of the **supplier’s affiliates**<sup>1</sup> has, in the past three years, been convicted of one of the offences listed in the policy, or has, in the past three years, been convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or
4. the supplier is unable to provide any of the certifications required by the [Integrity provisions](#).

An Integrity Declaration Form must be submitted only when one of these circumstances applies to the supplier. When no form is submitted, it will be understood to mean that none of these circumstances apply to the supplier.

A supplier that provides a false or misleading certification or declaration will have its proposal or offer deemed non-responsive. Canada may also terminate a contract or real property agreement for default in such circumstances. Moreover, further to the Policy, a supplier will be ineligible for award of a contract or real property agreement for 10 years.

### 1. Foreign Criminal Offences

The Policy provides, among other things, that a supplier may be ineligible for award of a contract or real property agreement when the supplier has, in the past three years, been charged with or the supplier or one of its affiliates has, in the past three years, been convicted of a similar offence in a foreign jurisdiction. The Integrity provisions require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, and all foreign criminal convictions pertaining to its affiliates that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The domestic offences listed in the Policy, including their section numbers, are identified in section B of this form, under the heading **Domestic Criminal Offences and Other Circumstances**. PWGSC determines whether a foreign



offence and an offence listed in the Policy are similar. PWGSC may seek additional information from a supplier for purposes of making this determination.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions, including all necessary information, in a separate document under the heading **Foreign Criminal Offences**, to be included with this form.

## 2. Inability to Provide a Certificate

The Integrity provisions provide that, by submitting a bid or offer, a supplier is certifying to the truth of the statements described by the provisions.

Generally speaking, a supplier is certifying that:

1. it has read and understands the Policy, including that it may be declared ineligible to enter into a contract or real property agreement with Canada in certain circumstances;
2. none of those circumstances that will or may result in the supplier being ineligible to enter, or suspended from entering, a contract or real property agreement apply to it; and
3. it has provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to itself, and all foreign criminal convictions pertaining to its affiliates that, to the best of its knowledge and belief, may be similar to one of the domestic offences listed in the Policy.

When a supplier is unable to provide any of the certifications required by the Integrity provisions, it must complete and submit this Form with its bid or offer.

### A. Foreign Criminal Charges and Convictions

As noted above, the Integrity provisions require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, and all foreign criminal convictions pertaining to its affiliates filed in the past three years that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The complete list of foreign criminal charges and convictions, if any, must be submitted using this form. By submitting a bid or offer, a supplier is certifying that it has provided a complete list of all such foreign criminal charges and convictions, if any.

If a supplier is unable to certify that it has provided the required list of all foreign criminal charges and convictions received in the past three years, it must explain why. The explanation should be provided in a separate document under the heading **Foreign Criminal Charges and Convictions**, to be included with this form. PWGSC may request additional information from the supplier.

## **B. Domestic Criminal Offences and Other Circumstances**

The Integrity provisions require a supplier to certify that, in the past three years, none of the domestic criminal offences listed in sections 6(a) to (c) of the Policy, as identified in section 3.B of this form, and other circumstances described in the Policy, that will or may result in a determination of ineligibility or suspension, apply to it or one of its affiliates. A criminal offence applies to a party where the party has been charged with, convicted of or pleaded guilty to, the offence in the past three years and has not received a pardon for the offence.<sup>3</sup> Other circumstances identified in the Policy that will or may result in ineligibility or suspension include entering into a first-tier subcontract with an ineligible or suspended supplier [Policy, s. 6(d)], providing a false or misleading certification or declaration [Policy, s. 6(e)] and breaching a term or condition of an Administrative Agreement with PWGSC [Policy, s. 7(c)].

When a criminal offence or other circumstance described in the Policy, occurring in the past three years, applies to a supplier or one of its affiliates, the supplier must identify that offence or circumstance. By marking a box beside an offence, a supplier is acknowledging that in the past three years, the identified party, be it the supplier, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence. In the row titled Comments, the supplier must identify the affected party by name and specify how the particular offence it has identified applies to the named party.

## **C. Inability to Certify as to a Determination of Ineligibility or Suspension**

The Integrity provisions require a supplier to certify that it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it, one of its affiliates or a proposed first-tier subcontractor. The process for determining the status of a party under the Policy is described in section 16(b) of the Policy. When a supplier is unable to provide this certification, it must complete this form.

Under section 15 of the Policy, titled Public Interest Exception (“PIE”), a contracting authority may enter into a contract or real property agreement with an ineligible or suspended supplier in narrow circumstances if the relevant Deputy Head or equivalent considers that doing so is in the public interest. Subject to receiving a PIE, an ineligible or suspended supplier that participates in a competitive solicitation or real property transaction will be declared non-responsive [Policy, s. 13(c)]. A supplier seeking a PIE in a competitive process would be unable to certify as to the absence of a determination with respect to itself.

Similarly, under section 16(e) of the Policy, a supplier may seek, in advance, the written consent of the relevant Deputy Head or equivalent to propose an ineligible or suspended first-tier subcontractor in a competitive process. Such request should be made through the named contracting or real property authority. A supplier that has obtained, in advance, written consent to use an ineligible or suspended first-tier subcontractor would

be unable to certify as to the absence of a determination with respect to the subcontractor.

It should be noted, however, that a Deputy Head or equivalent cannot provide consent to contract with a supplier that has lost its capacity to contract with Canada, further to subsection 750(3) of the *Criminal Code*. Similarly, consent cannot be provided for a supplier to enter into a first-tier subcontract with a subcontractor that has lost its capacity to receive any benefit under a contract between Canada and any other person, further to subsection 750(3) of the *Criminal Code*.

When a supplier is aware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it should explain the circumstances of its participation in the competitive process. If the supplier is seeking a PIE, it should explain why it is in the public interest to be awarded the contract. With respect to an ineligible or suspended subcontractor, the supplier should include a copy of the written consent to propose the ineligible or suspended subcontractor.

When a supplier is otherwise unable to certify that it is unaware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it must explain why.

All required explanations should be provided in a separate document under the heading **Inability to Certify as to a Determination of Ineligibility or Suspension**, to be included with this Form. PWGSC may request additional information from the supplier.

## Footnotes

### Footnote 1

Please refer to the policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

### Footnote 2

The term “first-tier subcontractor” is defined in section 16(a) of the policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.

### Footnote 3

See, policy, section 8, for information on pardons and record suspensions. A pardon would apply only to a conviction.