

**RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:** 

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement Fisheries and Oceans Canada | Pêches et Océans Canada 200 Kent Street | 200 rue Kent Ottawa, ON, K1A 0E6

Email / Courriel :DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca

### REQUEST FOR PROPOSAL **DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans 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 services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

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

Title / Titre		Date :			
Refuse Removal – 0	CCGC - Sydney, N.S.	April 18, 2023			
Solicitation No. / No. 30003988	de l'invitation				
Client Reference N 30003988	o. / No. de référence d	u client(e)			
Solicitation Closes	/ L'invitation prend fir	1			
,	At /à : 14 :00 EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est) On / le : May 18, 2023				
EOD /EAD	T	Dester / Desite			
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus			
	ds and Services / Des	tinations des biens et			
services See herein — Voir ci-inclus – CCG College – Sydney, N.S.					
Instructions See herein — Voir ci-inclus					
John Gordon – Seni	to:/ nande de renseigneme or Contracting Officer nn.gordon@dfo-mpo.gc				

Solicitation No. – Nº de l'invitation : (30003988)

Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée
Vendor Name, Address and Repr adresse et représentant du fourr	
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur
Name and title of person authori (type or print) / Nom et titre de la nom du fournisseur (taper ou éc	personne autorisée à signer au
Signature	Date

DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca

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Solicitation	No	Ν°	de	l'invitation	:
(30	<b>00398</b>	(8)			

**PART 1 - GENERAL INFORMATION** 

#### 1.1 **Security Requirements**

There is no security requirement associated with this bid Solicitation, but there are security requirements applicable to the resulting contract as indicated in Section 6.1 of this Solicitation.

#### 1.2 Statement of Work

The Work to be performed is detailed under Annex A – Statement of Work.

#### 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 or by telephone.

#### 1.4 **Trade Agreements**

The requirement is subject to the Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA),

World Trade Organization-Agreement on Government Procurement (WTO-AGP),

Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA),

Canada - Ukraine Free Trade Agreement (CUFTA),

Canada - European Union Comprehensive Economic and Trade Agreement (CETA),

Canada-Honduras Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-

Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA).

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

#### 2.1 Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

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

The <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

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

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 Nova Scotia.

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

### 2.5 Bid Challenge and Recourse Mechanisms

- (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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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.

### 2.6 Mandatory Site Visit

All parties tendering must examine the site of the proposed work prior to submitting their tenders, and become thoroughly acquainted with same and obtain any and all information that may be necessary to properly execute the contract.

Make arrangements with Andrew Fraser, telephone number (902)-564-3660 X 1182 prior to site visit.

**Note**: there will be one meeting to include everyone submitting tenders.

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

#### 3.1 Bid Preparation Instructions

Canada requests that the Bidder submit <u>all</u> its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

Section I: Technical Bid (one soft copy in PDF format)
Section II: Financial Bid (one soft copy in PDF format)
Certifications (one soft copy in PDF format)

#### **Important Note:**

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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: Financial Bid

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

#### Section III: 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**

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

#### 4.1.1 **Technical Evaluation**

### 4.1.1.1 Mandatory Technical Criteria

Refer to Annex C – Mandatory Technical Requirements.

#### 4.1.2 **Financial Evaluation**

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

#### 4.2 **Basis of Selection**

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

#### **PART 5 - CERTIFICATIONS**

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 <u>Forms for the Integrity Regime</u> website <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</a>, to be given further consideration in the procurement process.

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

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

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <a href="Ineligibility and Suspension Policy">Ineligibility and Suspension Policy</a> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), 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 <a href="Employment and Social">Employment and Social</a> <a href="Development Canada">Development Canada</a> (ESDC) - Labour's website.

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

#### 5.2.3.2 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

**5.2.3.3** Personnel Identification Form (PIF)

Bidders must complete the Personnel Identification Form found in Attachment 1 to Part 5.

#### 5.2.3.4 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 2 to Part 5.

#### 5.2.3.5 Contractor's Representative

	•	`	,
Name: Title: Address: Telephone: Facsimile: E-mail:			

The Contractor's Representative for the Contract is: (To Be Inserted at time of Award)

#### **5.2.3.6 Supplementary Contractor Information**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

a)	The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

b) The status of the contractor (individual, unincorporated business, corporation or partnership:

c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

\_\_\_\_\_

d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

#### 5.2.4 Former Public Servant

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

#### **Definitions**

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

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

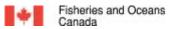
"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not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

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

Former Public Servant in Receipt of a Pension

Print Name of Signatory

(30003988) As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( ) If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable: a. name of former public servant; b. date of termination of employment or retirement from the Public Service. By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 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 ( ) 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. The following certification signed by the contractor or an authorized officer: "I certify that I have examined the information provided above and that it is correct and complete" Signature



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30003988

# ATTACHMENT 1 TO PART 5 PERSONNEL IDENTIFICATION FORM

Contract / file number:

PROJECT TITLE: Ref	use Removal CC	G College -	- Sydney, No	va Scotia			
Company Name:							
Address:							
Telephone number:							
Fax number:							
PWGSC file or Certificate #:							
Professional Service	s (Add second p	page if more	e space nee	ded, please	print clear	·ly)	
Resource Person working on this project	Date of birth YYY/MM/DD		/GSC file ertificate #	Security Level	Meet	Does not Meet	Comments
Contractor's Authori							
Company Clearance	Required	Security Level	Meet / D	Does not M	eet / Comi	ments (Offic	cial Use Only)
Designated Organization Screening							
Facility Security Clearance							
Document Safeguarding Capability							
For Use at Fisheries Authorization of Con  I approve I do not appro  Contracting Security  Date:	ve based on: Authority:	ty Authori					

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**ATTACHMENT 2 TO PART 5** 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 disgualified 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.

List of names for integrity verification form

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

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

### 6.1 Security Requirements

- **6.1.1** The following security requirements (SRCL included in Annex E and related clauses provided by Contract Security Program) apply and form part of the Contract.
  - **6.1.1.1** The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
  - **6.1.1.2** The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
  - **6.1.1.3** The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
  - **6.1.1.4** Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

#### 6.2 Statement of Work

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

#### 6.3 Standard Clauses and Conditions

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

#### 6.3.1 General Conditions

- **6.3.1.1** <u>2010C</u> (2022-12-01), General Conditions Services (Medium Complexity) apply to and form part of the Contract.
- **6.3.1.2** Subsection 10 of <u>2010C</u> (2022-12-01), General Conditions Services (Medium Complexity) Invoice submission, is amended as follows:

Delete: 2010C 10 (2022-12-01) Invoice submission

Insert: Invoice submission

 Invoices must be submitted in the Contractor's name to DFO.invoicingfacturation.MPO@DFO-MPO.gc.ca with a cc to: (TBD) The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

#### 2. Invoices must show:

- a. Contractor's Name and remittance physical address;
- b. Contractor's CRA Business Number or Procurement Business Number
- c. Invoice Date;
- d. Invoice Number:
- e. Invoice Amount (broken down into item and tax amounts);
- Invoice Currency (if not in Canadian dollars);
- g. DFO Reference Number (PO Number or other valid reference number);
- h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. Note: Invoice will be return to the Contractor if that information is not provided);
- Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- deduction for holdback, if applicable;
- k. the extension of the totals, if applicable; and
- if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### 6.4 **Term of Contract**

#### Period of the Contract 6.4.1

The period of the Contract is from Contract award to June 30, 2024.

#### 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 three (3) 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 the Basis of Payment.

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

6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: John Gordon

Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 200 Kent Street, Ottawa On K1A 0E6

Telephone: 403-809-9785

The Project Authority for the Contract is:

Name:

Name: Title:

Organization: Address:

Telephone: Facsimile: E-mail address:

E-mail address: john.gordon@dfo-mpo.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 Inserted at time of Award (To be added at time of Award)

Title: Organization: Address:	
Telephone: E-mail address:	
carried out under the Contract and Work under the Contract. Technic Project Authority has no authority	sentative of the department or agency for whom the Work is being d is responsible for all matters concerning the technical content of the cal matters may be discussed with the Project Authority, however the to authorize changes to the scope of the Work. Changes to the scope ough a contract amendment issued by the Contracting Authority.
6.5.3 Contractor's Representa	ative (To be added at time of Award)

#### 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 <u>Public Service Superannuation Act</u> (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**

#### 6.7.1.1 Basis of Payment – Fixed Time Rates – Limitation of Expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of Payment at Annex B, to a limitation of expenditure of \$ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

#### 6.7.1.2 Limitation of Expenditure

- 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.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### 6.7.2 **Methods of Payment - Monthly**

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.

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

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

#### 6.8 Invoicing Instructions

- 6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- Payments will be made provided that the invoice(s) are emailed to DFO Accounts
  Payable at <a href="mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca">DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</a> with a cc to: **(TBD)** and provides the required information as stated in subsection 6.8.1 above.

### 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 Nova Scotia.

#### 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 supplemental general conditions 2010C (2022-12-01) Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Mandatory Technical Requirements;
- (f) Annex D, Insurance Conditions;
- (g) Annex E, SRCL Check List
- (h) The Contractor's bid dated \_\_\_\_\_ (to be filled in at contract award)

#### 6.12 Insurance - Specific Requirements

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

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

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

#### 6.13 SACC Manual Clauses

SACC Manual clause A9068C (2010-01-11) Government Site Regulations

#### 6.14 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".

### 6.15 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

- a) Paper consumption:
  - Provide and transmit draft reports, final reports in electronic format. Should printed material be
    required, double sided printing in black and white format is the default unless otherwise specified
    by the Project Authority.
  - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
  - Recycle unneeded printed documents (in accordance with Security requirements).
- b) Travel requirements:

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- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.

## **Annex A – Statement of Work**

## **FISHERIES AND OCEANS CANADA**

Canadian Coast Guard College 1190 Westmount Road Sydney Nova Scotia

**REFUSE REMOVAL** 

**Description: Refuse Removal** 

Location:

Canadian Coast Guard College 1190 Westmount Road Sydney Nova Scotia B1R 2J6

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## 1.1 DEFINITIONS AND INTERPRETATIONS

In the Contract, unless the context otherwise requires:

n the Contract, unless the context otherwise requires:				
"Add"	means to make an addition to;			
"Adjust"	means to bring components to a more effective relative position;			
"Assemble"	means to take apart and put together again;			
"Base Building Equipment'	means architectural, mechanical and electrical items that are required to provide the intended building interior and exterior environments or to satisfy legislation or other government objectives such as tenant health and safety, accessibility, or energy conservation;			
"Building Operational Equipment"	means items such as tools, appliances, instruments, or other apparatus used in operating or maintaining "Base Building Equipment";			
"Check or Inspect"	means to view closely for dirt, foreign substance, lack of lubricant, wear, damage, tightness, tension, alignment, leaks, cracks, spalling, deformation, overloading and settings. Make a critical appraisal of equipment, component and parts' ability to fulfill their function to a high degree of efficiency. Examine to determine that the device will apparently perform in accordance with its intended function;			
"Clean"	means to scrape, brush, flush and wash as required to remove dust, dirt and foreign matter;			
"Energy Source"	means any electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other source of energy of potential harm to workers;			
"Excusable Delay"	means a delay in the performance of the Contractor of any obligation under the Contract which is caused by the events;			
"Facility"	a physical plant, building or installation used in the performance of a function including the material resources needed to facilitate any action or operation;			
"Government Issue"	all materials, parts, components, equipment, specifications, articles and things which may be supplied to a contractor by the Government for purposes of the Work;			
"herein", "hereby", "hereof", "hereunder"	and similar expressions refer to the Contract as a whole and not to any particular subdivision or part thereof;			
"Hot Work"	means any welding, cutting or material by use of torch or other open flame devices and grinding which produces sparks;			
"Instruct"	means to inform Departmental Representative of any new operating procedures. Demonstrate and explain purpose, benefit and method of implementing new procedures;			
"Isolate"	means to physically prevent the transmission or release of an energy source to machinery or equipment;			
"Lubricate"	means to apply oil or grease to joints between moving parts and joints between fixed and moving parts;			
"Measure"	means to determine capacity or amount in standard units using an appropriate instrument. Measure condenser and			

Fisheries and Oceans Canada	Statement of Work	Refuse Removal
Canadian Coast Guard College		
Sydney Nova Scotia		

	evaporator pressure drop with differential pressure meter or "U" tube manometer. Measure motor overload with instrument approved by overload manufacturer;
"Operational Baseline"	means the annual value of the Work in terms of disbursements, direct labour and fees;
"Paint"	means to clean, prepare and paint surfaces to paint manufacturer's recommendations with paint and primer recommended by paint manufacturer for applicable surface and use;
"Plant"	includes all tools, implements, machinery, vehicles, buildings, structures, equipment, articles and things required for the execution of the Work;
"Project Authority" or "Work Authority"	means the person designated in the Contract, or by notice to the Contractor, as the Property Manager, who shall act as the representative of the Minister in matters concerning the technical aspects of the Work;
"Prove"	means to operate and determine if operation produces intended response;
"Quality Assurance Authority"	means the person designated as such in the Contract;
"Remove"	means to take off or away from;
"Repack"	means to fill with packing again;
"Repair"	means to restore to a sound state;
"Replace"	means to restore by removing old components and replacing with new components;
"Report"	means to report to Departmental Representative on-site and include in work report, results of inspection and proving, note problems encountered, services required, services performed and readings taken;
"Representations"	means any or all covenants, promises, assurances, agreements, representations, conditions, warranties, statements and under- standings expressed or implied, collateral or otherwise;
"Shut Down"	means to take out of service;
"Start Up"	means to return to service;
"Tighten"	means to securely fix in place;
"Treat"	means to act upon with agent.

In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

### 2.1 GENERAL REQUIREMENTS

This Scope of Work includes but is not limited to the provisions of all labour, materials, supervision and equipment necessary to complete the following work for the Canadian Coast Guard College, 1190 Westmount Road, Sydney Nova Scotia, B1R 2J6.

#### 2.1.1 Work Included:

The Contractor must carry out the collection of refuse at the sites listed in Appendix B Bin Locations and disposal of the refuse at designated Municipal sites and in accordance with local or municipal by-laws.

#### 2.1.2 Work Schedule:

- **2.1.2.1** The Contractor must pick up regular refuse once a week between 8am and 5pm at Location #1 referenced on Appendix B Bin Locations.
- **2.1.2.2** The Contractor must pick up organic carts on a weekly basis between 8am and 5pm at Location #2 referenced on Appendix B Bin Locations.
- **2.1.2.3** The Contractor must pick up organic carts on the Monday of each week between 8am and 5pm at Location #3 referenced on Appendix B Bin Locations.
- **2.1.2.4** The Contractor must pick up paper recycling containers bi-weekly, between 8am and 5pm at Location #4 referenced on Appendix B Bin Locations.
- **2.1.2.5** The Contractor must pick up construction and scrap metal containers monthly or as-needed, between 8am and 5pm at Locations #5 and #6 referenced on Appendix B Bin Locations.

### 2.1.3 Meetings:

The Contractor must attend site meeting when notified by Fisheries and Oceans located at 1190 Westmount Rd, Sydney, Nova Scotia.

#### 2.1.4 Codes and Legislated Requirements:

- **2.1.4.1** The latest editions of each of the following codes must be complied by the Contractor in the provision of the Work under the Contract:
  - a) Part II of the Canada Labour Code;
  - b) Canada Occupational Safety and Health Section of Part II of the Canada Labour Code;
  - c) Fire Commission of Canada #301 Standard for Building Construction Operations;
  - d) Construction and Canada Labour Safety Codes; Provincial Government, Workers'
     Compensation Board; and Municipal Statutes and Authorities;

- e) Canadian Environmental Protection Act.
- 2.1.4.2 It is recommended the Contractor be familiar with the cited Codes and Standards and ensure that all Work undertaken on behalf of DFO is completed in a safe manner and, at a minimum, in compliance with the cited Codes and Standards. In the event there is a conflict between these Procedures and the cited Codes and Standards, the cited Codes and Standards are to prevail.
- 2.1.4.3 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association(CSA), American Society for Testing Materials (ASTM) and referenced organizations.
- **2.1.4.4** The Contractor can obtain addresses for codes and standards from Departmental Representative upon request.
- **2.1.4.5** In the event of a conflict between any of the above codes or standards the most stringent must apply.
- **2.1.4.6** These standards must be considered an integral part of the specifications and must be read in conjunction with the drawings and specifications. The Contractor must be fully familiar with their contents and requirements as related to the work and materials specified.

#### 2.1.5 Licenses and Permits:

The Contractor must provide Cape Breton Regional Municipality with all information if requested.

### 2.1.6 Scheduling and Hours Of Work:

- **2.1.6.1** The Contractor must carry out work during normal building operational hours from Monday to Saturday between 8am and 5pm unless directed otherwise.
- **2.1.6.2** The facility will remain occupied by Canadian Coast Guard staff during the course of the work, the Contractor must schedule the work so that the staff can perform their duties.

#### 2.1.7 Coordination and Protection:

- **2.1.7.1** The Contractor must execute all reasonable efforts to perform the Work with minimum disturbance to occupants of the buildings.
- **2.1.7.2** The Contractor must make arrangements with the Real Property to facilitate execution of work.
- **2.1.7.3** The Contractor must maintain access and exits as work area could be occupied during execution of Work.
- **2.1.7.4** The Contractor must take all possible safety precautions to ensure the protection of employees and occupants during the course of the Work.

### 3.1 SAFETY REQUIREMENTS

#### 3.1.1 Compliance Requirements:

- **3.1.1.1** The Contractor must comply with the Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations.
- **3.1.1.2** The Contractor must comply with the Provincial Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time.
- **3.1.1.3** The Contractor must observe and enforce construction safety measures required by the following statutes and authorities:
  - a) The National Building Code of Canada
  - b) The National Fire Code of Canada.
  - c) Provincial Workers Compensation Board.
  - d) Municipal Statutes and Ordinances.
- **3.1.1.4** The Contractor and his or her personnel must adhere to the Federal Government "NO SMOKING" Policy or Scent Free Policy while in Federal Facilities if applicable.
- **3.1.2 Submittals:** See Appendix A Summary of Submittals:
  - **3.1.2.1** The Contractor must provide within seven (7) working days after Contract award the following requirements:
    - a) Documentation indicating that the Contractor has successfully completed any recognized current (within the last 3 yrs.) EXTERNAL SAFETY AUDIT. This audit to be performed by an independent company or person qualified to conduct safety audits
  - 3.1.2.2 A Site Specific Safety Plan..
- **3.1.3 Training:** See Appendix A Summary of Submittals
  - **3.1.3.1** The Contractor must provide within seven (7) working days before execution of the Work the following documentation:
    - a) Certification of training for safety for all personnel that will be involved with this Service Contract. Updated list complete with licenses must be kept on site including personnel changes.
    - b) Training for workers must include but not limited to:
      - i. Safe operation of tools and equipment;
      - ii. Proper use and maintenance of personal protective equipment (PPE);
      - iii. Safe work practices and procedures for their given work tasks or function;

iv. Site conditions and minimum site safety rules.

### 3.1.4 Disciplinary Procedures for Safety Violations:

- **3.1.4.1** It is recommended the Contractor have their own written disciplinary procedures for violation or non-compliance of work site safety rules and regulations.
- **3.1.4.2** The Contractor must immediately address and correct any health and safety violations and non-compliance issues.
- **3.1.4.3** The Contractor must abide by disciplinary procedures applied by Fisheries and Oceans Departmental Representative for non-compliance and safety violations must be as follows:

#### a) First Violation:

Verbal warning issued to the Contractor for the first violation of a safety regulation, rules, policy and procedures. (Violation will be documented on contract file, copy to Contractor and Fisheries and Oceans).

#### b) Second Violation:

Written warning to Contractor for second violation of a safety regulation, rules, policy and procedures. (Violation will be documented on contract file, copy to Contractor and Fisheries and Oceans).

### c) Third Violation:

A third violation of a safety regulation, rules, policy and procedures may result in the termination of the Contract with a recommendation to the Contracting Authority that the Contractor be denied access to future Standing Offer Agreements or Service Contracts (Documented to contract file, copies to Contractor and Fisheries and Oceans).

#### d) Serious Violation:

For a serious violation of a safety regulation, rules, policy and procedures as deemed by a Regulator, Project Manager or Safety Officer recommendation will be made to the Contracting Authority to immediately terminate the Standing Offer Agreements or Service Contracts . (Violation documented on contract file, copies to Contractor and Fisheries and Oceans).

#### 3.1.5 Safety Plan:

3.1.5.1 The Contractor must provide upon award of Contract a copy of their company's Occupational Health and Safety Policy and Program. It must meet the requirements of the Provincial Occupational Health and Safety Acts. The Departmental Representative must advise the Contractor where the Federal Standards apply.

- 3.1.5.2 The Contractor must perform upon award of Contract a site hazard assessments to establish site specific safe work practices and procedures for the safety and well being of their employees. Copies must be made available to Departmental Representative upon request.
- 3.1.5.3 All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the Work must be retained and made available to the Real Property immediately upon request.
- 3.1.5.4 It is recommended the Contractor be familiar with all applicable Safety Acts, Regulations, Codes and contract requirements. These must be identified and addressed in the Safety Plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which must become mandatory.
- 3.1.5.5 The Contractor must ensure all employees and authorized persons entering the work site are notified of and abide by the posted Safety Plan, Safety Rules, Procedures, Safe Work Practices and applicable Safety Acts, Regulations, and Codes. Any non-compliance person must be subject to disciplinary procedures.
- **3.1.5.6** The Contractor must ensure that all applicable personal protective equipment (PPE) is used by employees .
- **3.1.5.7** The Departmental Representative must coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of Contract award.

#### 3.1.6 Asbestos:

**3.1.6.1** The Contractor must not use products containing fibrous asbestos materials within the confines of 1190 Westmount Rd. Sydney, Nova Scotia.

#### 4.1 DISPOSAL OPERATIONS

### 4.1.1 Disposal Operations:

- **4.1.1.1** The Contractor must ensure the refuse is removed from the bulk containers to the collection vehicle by means of a mechanical lift method in such a way that no spill or litter remains.
- **4.1.1.2** The Contractor must ensure that spillage is cleaned up as it occurs and in no case will spillage be left for a final cleaning.
- **4.1.1.3** Once the bulk garbage has been removed, the Contractor must sweep the loading area free of any remaining paper and debris.
- **4.1.1.4** The Contractor must ensure the loading area, parking area, etc., be left in a clean and tidy condition and to the satisfaction of the Real property manager.
- **4.1.1.5** The frequency of container pick ups must be as outlined 2.1.2 Work Schedule however, these frequencies may change due to changing requirements or provincial Waste Watch regulations and initiatives.
- **4.1.1.6** The Contractor must submit copies of disposal slips with monthly invoices to Fisheries and Oceans Project Authority.

#### 4.1.2 Containers:

- **4.1.2.1** The Contractor must provide and place containers that are top loading or side loading and the containers must be vermin proof and fire resistant.
- **4.1.2.2** The Contractor must ensure the containers be located on site in areas designated by Fisheries and Oceans Canada as indicated in Appendix B Bin Locations.
- **4.1.2.3** The containers must each have a capacity as stated in Appendix C Container Sizes.

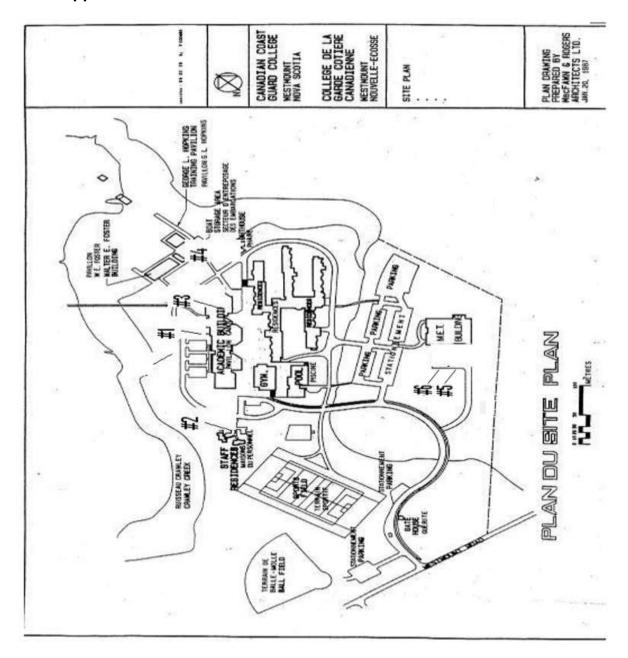
#### 4.1.3 Maintenance of Containers:

- **4.1.3.1** The Contractor must ensure all containers be kept in good repair.
- **4.1.3.2** When containers require repair or paint, the Contractor must remove that container from site and install another container in its place.
- **4.1.3.3** The Contractor must steam wash and disinfect containers every six months.
- **4.1.3.4** Fisheries and Oceans Canada reserve the right to decide when containers are to be removed for repairs, paint, disinfected and steamed or washed out, at no additional cost.

## 5.1 Appendix A – Summary of Submittals

Submissions:	
Deadline: Seven (7) Working Days after Contract Award	
External Safety Audit	
Site Specific Safety Plan	
Certification for Safety Training for Personnel	

## 6.1 Appendix B - BIN Locations



## 7.1 Appendix C – Container Sizes

Class of Service	Container Size
Refuse-Location#1	(1X20) Cubic Yard Roll on Container
Organic-Location#2	(2X64) Gallon Carts
Organic-Location#3	(4X64) Gallon Carts
Paper Recycle-Location#4	(1X6) Gallon Carts
Construction-Location#5	(1X6) Cubic Yard Container
Meta Scrap-Location#6	(1X6) Cubic Yard Container

#### ANNEX B - BASIS of PAYMENT

The volumetric data included in this Basis of Payment are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this Basis of Payment does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The Bidder must complete the Basis of Payment tables below and include it in its financial bid.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

Additional pick ups requested by Fisheries and Oceans Canada must be at the unit cost as quoted in pricing tables below.

#### Note:

All other fees to be included with Price / Pickup. Organic Containers are Subject to Change.

### (INITIAL PERIOD – Contract Award to June 30, 2024)

Class of Service Container Size		Frequency of Pick Ups	Estimated Qty (A).	Cost Per Pick Up (B)	Extended Cost (AxB)
Refuse-Location#1	Refuse-Location#1 (1X20) Cubic Yard Roll on Container		52	\$	\$
Organic-Location#2	(2X64) Gallon Carts	Weekly	104	\$	\$
Organic-Location#3	(4X64) Gallon Carts	Weekly	208	\$	\$
Paper Recycle-Location#4	(1X6) Gallon Carts	Bi-Weekly	26	\$	\$
Construction-Location#5	(1X6) Cubic Yard Container	Monthly	12	\$	\$
Meta Scrap-Location#6	Meta Scrap-Location#6 (1X6) Cubic Yard Container		12	\$	\$
Monthly Base	Rental Fee	Monthly	12	\$	\$
Municipal Tipping Fees		Monthly	12	\$	\$
Total Extended Cost					
			Ap	plicable Taxes	\$
Total					\$

## (OPTION YEAR 1 – July 1, 2024 to June 30, 2025)

Class of Service	Class of Service Container Size		Estimated Qty (A).	Cost Per Pick Up (B)	Extended Cost (AxB)
Refuse-Location#1	(1X20) Cubic Yard Roll on Container	Weekly	52	\$	\$
Organic-Location#2	(2X64) Gallon Carts	Weekly	104	\$	\$
Organic-Location#3	Organic-Location#3 (4X64) Gallon Carts		208	\$	\$
Paper Recycle-Location#4	(1X6) Gallon Carts	Bi-Weekly	26	\$	\$
Construction-Location#5	Construction-Location#5 (1X6) Cubic Yard Container		12	\$	\$
Meta Scrap-Location#6	Meta Scrap-Location#6 (1X6) Cubic Yard Container		12	\$	\$
Monthly Base	Monthly Base Rental Fee			\$	\$
Municipal Tipping Fees		Monthly	12	\$	\$
Total Extended Cost					
	Applicable Taxes				\$
Total				\$	

## (OPTION YEAR 2 - July 1, 2025 to June 30, 2026)

Class of Service	Class of Service Container Size		Estimated Qty (A).	Cost Per Pick Up (B)	Extended Cost (AxB)
Refuse-Location#1	(1X20) Cubic Yard Roll on Container	Weekly	52	\$	\$
Organic-Location#2	(2X64) Gallon Carts	Weekly	104	\$	\$
Organic-Location#3	Organic-Location#3 (4X64) Gallon Carts		208	\$	\$
Paper Recycle-Location#4	(1X6) Gallon Carts	Bi-Weekly	26	\$	\$
Construction-Location#5	Construction-Location#5 (1X6) Cubic Yard Container		12	\$	\$
Meta Scrap-Location#6	Meta Scrap-Location#6 (1X6) Cubic Yard Container		12	\$	\$
Monthly Base	Monthly Base Rental Fee			\$	\$
Municipal Tipping Fees		Monthly	12	\$	\$
Total Extended Cost					
	Applicable Taxes				\$
Total				\$	

## (OPTION YEAR 3 - July 1, 2026 TO June 30, 2027)

Class of Service	Class of Service Container Size		Estimated Qty (A).	Cost Per Pick Up (B)	Extended Cost (AxB)
Refuse-Location#1	Refuse-Location#1 (1X20) Cubic Yard Roll on Container		52	\$	\$
Organic-Location#2	(2X64) Gallon Carts	Weekly	104	\$	\$
Organic-Location#3 (4X64) Gallon Carts		Weekly	208	\$	\$
Paper Recycle-Location#4	(1X6) Gallon Carts	Bi-Weekly	26	\$	\$
Construction-Location#5	(1X6) Cubic Yard Container	Monthly	12	\$	\$
Meta Scrap-Location#6	Meta Scrap-Location#6 (1X6) Cubic Yard Container		12	\$	\$
Monthly Base	Rental Fee	Monthly	12	\$	\$
Municipal Tipping Fees		Monthly	12	\$	\$
Total Extended Cost					
Applicable Taxes					\$
Total				\$	

### **Total Bid Price:**

	•				
	INITIAL YEAR	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	TOTAL EVALUATED PRICE
Year totals	\$	\$	\$	\$	\$

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### **ANNEX C - Mandatory Technical Requirements**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The bidder must complete the Table A - Mandatory Technical Requirements and include it with their proposal, indicating in it, if their proposal meets the Mandatory Requirement and on which page of the Proposal, can be found the solicited documents or information, as applicable, to verify that the criteria has been met.

**Table A - Mandatory Technical Requirements** 

	For Evaluation Purposed Only		
No.	Requirement	Proposal Page No.	Meets Criteria (√)
M1	Bidder must provide a copy of the company's Safety Plan.		
M2	Bidder must provide a valid Workers Compensation Board Clearance Letter.		
М3	Bidder must submit a signed statement by Owner of company that the company will maintain Workers Compensation Board – (WCB) coverage for the duration of the contract, including sub-contractors.		

#### **ANNEX D - INSURANCE CONDITIONS**

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - 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)
  - 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.
  - 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.
  - Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

#### For the province of Quebec, send to:

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

#### For other provinces and territories, send to:

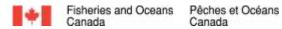
Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

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

### ANNEX E - SRCL Check List

Government Gouve of Canada du Ca	CALL MEDICARDA M.	PR 30003988	at
	Security	Classification / Classification de : UNCLASSIFIED	sécurité
	SECURITY REQUIREMENTS CHECK LIST (SR	CIA	
	E VÉRIFICATION DES EXIGENCES RELATIVES À LA		
Originating Government Department or		n or Directorate / Direction génér	ale ou Direction
a) Subcontract Number / Numéro du co		nulractor / Normal admissa dis so	us leadand
	de la companya del companya de la companya del companya de la comp	omentary monset acresse on st	rus-o arrant
Brief Description of Work / Brève descri	ption du travail nadian Coast Guard College in Sydney, NS.		
Provide Neitose Neitoval at the cal	action coast during college in Syuriey, no.		
a) Will the supplier require access to Co	setment Goods?		- w
Le fournisseur aura-t-il accès à des r	narchandises contrôlées?		Non Yes
b) Will the supplier require access to un Regulations?	classified military technical data subject to the provisions of the	Technical Data Control	No Yes
Le fournisseur aura t-il accès à des c	données techniques militaires non classifiées qui sont assujettes	aux dispositions du Réglement	Non L Oui
sur le contrôle des données technique Indicate the type of access required / In			
	equire access to PROTECTED and/or CLASSIFIED information	or assets?	No Yes
Le fournisseur ainsi que les employé (Specify the level of access using the	8 auront-ils accès à des renseignements ou à des biens PROTÉ schart in Ouestinn 7 cò	GÉS et/ou CLASSIFIÉS?	Non Oui
(Préciser le niveau d'accès en utilisar	nt le tableau qui se trouve à la question 7, c)		
<ul> <li>Will the supplier and its employees (if PROTECTED and/or CLASSIFIED in</li> </ul>	<ul> <li>g. desners, maintenance personnel) require access to restrict formation or assets is permitted</li> </ul>	ed access areas? No access to	No Yes
Le fournisseur et ses employés (p. e.	x. nettoyeurs, personnel d'entretien) auront-ils accès à des zone	s d'accès restreintes? L'accès	LLI NOS LLI OU
<ul> <li>c) is this a commercial courier or deliver</li> </ul>	s PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. ry requirement with no overnight storage?		No Yes
	ou de livraison commerciale sans entreposage de nuit?		Non L Oui
	he supplier will be required to access / Indiquer le type d'informe	tion auquel le fournisseur devra	avoir accès
Canada	NATO / OTAN	Foreign / Étranger	
b) Release restrictions / Restrictions rel No release restrictions	atives à la diffusion  All NATO countries	No release restrictions	
Aucune restriction relative	Tous les pays de l'OTAN	Aucune restriction relative	
the season of th			
E la diffusion	1.244.02.00.0349.04.04.04. 1.45.4.0	a la diffusion	
Not releasable		a la diffusion	
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Contract Number / Numero du contrat



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			L	Security Classifi UNI	cation / Classification of CLASSIFIED	de sécurité
RT A (con	tinued) / PARTIE	A familier				
All the sup	pplier require acces	s to PROTECTED	and/or CLASSIFIED COMSEC			No Yes
	eur aura-t-il accès cate the level of se		ants ou à des biens COMSEC d	ésignés PROTÉGÉS et/ou CL/	ASSIFIES?	Non L Out
Dans l'affin	mative, indiquer le	niveau de sensibilit	iė:			
			sitive INFOSEC information or ints ou à des biens INFOSEC d		2	No Yes
				e risidire exilementent deletate		NonOu
	s) of material / 1 its Number / Numéro	e(s) abrégé(s) du m du document :	raténel :			
TB - PE	RSONNEL (SUPP	LIER) / PARTIE B -	PERSONNEL (FOURNISSEU			77 - 77
a) Person	nel security screen	ing level required /	Niveau de contrôle de la sécuri	té du personnet requis		
	RELIABILITY ST COTE DE FIABI		CONFIDENTIAL CONFIDENTIAL	SECRET	TOP SEC	
=				SECRET	TRÉS SE	
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	Special commer					
	Commentaires s	peciaux :				
	NOTE: If multiple	e levels of screening	are identified, a Security Classif	ication Guide must be provided.		
	REMARQUE S	Si plusieurs niveaux	de contrôle de sécurité sont re			
		el be used for portio	ons of the work? out-il se voir confler des parties	du travail?		No Yes
101-30 700		rsonnel be escorted	1000	an nevent		
		onnel en question s				No Yes Non Ou
TC.SA	FEGUARDS ISLIB	DI IED) I DARTIE I	- MESURES DE PROTECTIO	N /EQUIPMISSELIES		16- 1-03/100-19-300-
		RENSEIGNEMEN		M (FOURNISSEUR)		
		ed to receive and s	tore PROTECTED and/or CLA	SSIFIED information or assets of	on its site or	✓ No Yes
premise Le four		nu de recevoir et d'e	entreposer sur place des rensei	gnements ou des biens PROTE	GES et/ou	Non LOui
CLASS	IFIÉS?					
b) Wil the	supplier be require	ed to safeguard CC	MSEC information or assets?			□ No □Yes
			renseignements ou des biens C	OMSEC7		Non Ou
ODUCTIO	ON					
			and/or modification) of PROTEC	TED and/or CLASSIFIED materi	al or equipment	□ No □Yes
	t the supplier's site				- Consumption	Non Oui
et/ou C	LASSIFIÉ?	Jeur servironi-eses a	à la production (fabrication et/ou	reparazon evou modincation) de	material PROTEGE	
					0.155	
ORMATI	ON TECHNOLOGY	(IT) MEDIA / SI	UPPORT RELATIF À LA TECH	NOLOGIE DE L'INFORMATION	(11)	
						- No - No
	suppeer de requirex tion or data?	I to use its 11 system	ns to electronically process, prod	uce or stone PMOTECTED and/o	r CLASSIFIED	No Yes
Le four	nisseur sera-t-II tenu		es systèmes informatiques pour l	raiter, produire ou stocker électro	oniquement des	
renseig	nements ou des do	nnées PROTEGÉS	et/ou CLASSIFIÉS?			
e) WII ther	re be an electronic li	ink between the sun	plier's IT systems and the govern	ment department or agency?		□ No □Yes
Dispose	era-t-on d'un lien éle		ystème informatique du foumisse		gence	Non Ou
gouven	nementale?		. Ut			
	and the same of th					
savaGT 36	50-103(2004/12)		Security Classification / Cla			C- 11-1
			UNCLASS	SIFIED		Canada
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Contract Number / Numéro du contrat PR 30003988

Security Classification / Classification de sécurité UNCLASSIFIED

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Contract Number / Numéro du contrat	
PR 30003988	
Security Classification / Classification de sécurité UNCLASSIFIED	

Name (print) - Nom (en lettres moul	ées)	Title - Titre		Signature			
William MacDonald		Real Pro	perty Manager	MacDonald William S		Appellat in the Security)	
Telephone No N° de téléphone 902-578-4720	Facsimile No N° o 902-567-3216	le télécopieur	E-mail address - Adresse courriel William MacDonald@dfo-mpo.gc.ca		Date January 9, 2023		
14. Organization Security Authority	Responsable de la se	curité de l'orga	nisme				
Name (print) - Nom (en lettres moul	ées)	Title - Titre		Signature		DOMESTIC VIOLET	
Franck Hounzangbé		Deputy	Chief Security Officer	2401	A.	5/9	
Telephone No N° de téléphone 613-991-4413	Facsimile No N° d	le télécopieur	E-mail address - Adresse cour Franck.Hounzangbe@dfo-n		Date 29 Jan 2	2020	
<ol> <li>Are there additional instructions Des instructions supplémentaire</li> </ol>			cation Guide) attached? classification de la sécurité) son	t-elles jointe	6?	No Yes	
16. Procurement Officer / Agent d'a	pprovisionnement						
Name (print) - Nom (en lettres moul	ées)	Title - Titre		Signature			
Telephone No Nº de téléphone	Facsimile No N° d	le télécopieur	E-mail address - Adresse con	urriel	Date		
17. Contracting Security Authority /	Autorité contractante e	n matière de se	ecurité		-		
Name (print) - Nom (en lettres moul	ées)	Title - Titre   Signature					
Franck Hounzangbé		Deputy (	Chief Security Officer		FS	519	
Telephone No N° de téléphone 613-991-4413	Facsimile No Nº d	le télécopieur	E-mail address - Adresse cor Franck.Hounzangbe@dfo-		Date 29 Jan 2	2020	

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