

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016**

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet GARBAGE RECYCLING - SYDNEY NS	
Solicitation No. - N° de l'invitation W010X-13R045/A	Date 2012-10-26
Client Reference No. - N° de référence du client W010X-13-R045	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-409-8802	
File No. - N° de dossier HAL-2-69213 (409)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-10	Time Zone Fuseau horaire Atlantic Standard Time AST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Taylor, Kathie	Buyer Id - Id de l'acheteur hal409
Telephone No. - N° de téléphone (902) 496-5510 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE M.F.ATL.BLDG D206 2ND FL. P.O.BOX 99000 STN FORCES HALIFAX Nova Scotia B3K5X5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

To provide a contract for the collection of garbage, recycling and composting at Canadian Forces Station (CFS) Sydney on a weekly basis for a period of one year with two one-year options, as fully detailed in Annex A.

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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>) 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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving

Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

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

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (n/a)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that bidders follow the format instructions described below in the preparation of their bid:

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

(b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

n/a

1.2 Financial Evaluation *SACC Manual* Clause A0220T (2007-05-25), Evaluation of Price

2. Basis of Selection

2.1 *SACC Manual* Clause A0069T (2007-05-25), Basis of Selection

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications

or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award Consent to a Criminal Record Verification

1.1 Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and

Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture:

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

Solicitation No. - N° de l'invitation

W010X-13R045/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

ha1409

Client Ref. No. - N° de réf. du client

W010X-13-R045

File No. - N° du dossier

HAL-2-69213

CCC No./N° CCC - FMS No/ N° VME

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

(d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Website.

Signature: _____ Date: _____

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

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

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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2012-07-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 27 - Code of Conduct and Certifications - Contract of General Conditions 2010C referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

4. Term of Contract

4.1 Period of the Contract

The work is to be performed from the date of contract award for a period of one year.

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 two (2) additional one (1) year periods 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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kathie Taylor

Public Works and Government Services Canada

Acquisitions Branch

1713 Bedford, Row, Halifax, NS.

Telephone: (902) 496-5510

Facsimile: (902) 496-5016

E-mail address: kathie.taylor@pwgsc.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.

5.2 Project Authority

The Project Authority for the Contract is: (to be completed at contract award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : ____ ____ _____

Facsimile: ____ ____ _____

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.

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : ____ ____ _____

Facsimile: ____ ____ _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. (To be determined at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 percent committed, or
- b. four (4) 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.

6.3 SACC Manual Clause

H1008C (2008-05-12) Monthly Payment

7. Invoicing Instructions

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

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Nova Scotia**.

10. 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 (2012-07-16) Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) the Contractor's bid dated _____ (*insert date of bid*)

11. SACC Manual Clauses

D5328C	Inspection and Acceptance (2007-11-30)
A1009C	Work Site Access (2008-05-12)
A9117C	T1204 -Direct Request by Customer Department (2007-11-30)
A9062C	Canadian Forces Site Regulations (2011-05-16)

12. Insurance

The Contractor must comply with the insurance requirements specified in **Annex A**. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX A STATEMENT OF WORK

TITLE

Garbage, Recycling and Composting Collection & Disposal

OBJECTIVE

To have a contractor perform the weekly collection of garbage, recycling, and composting at Canadian Forces Station (CFS) Sydney.

BACKGROUND

The Department of National Defence (DND) and Canadian Forces (CF) currently operate a Canadian Forces Station (Sydney) in the Cape Breton region. This Station is comprised of several locations, including Victoria Park, Radar Station, and the Glace Bay Armoury. As a result, there is a need to properly dispose of the garbage, recycling, and composting generated at these locations.

SCOPE

The contractor must provide all labour, supervision, and equipment to properly perform the collection and disposal of garbage, recycling and composting, on a weekly basis, from CFS Sydney. All waste must be disposed of at municipally approved facilities. The following is a breakdown of the number of containers, by location:

<u>Victoria Park</u> <ul style="list-style-type: none"> • Five (5) garbage containers • Nine (9) recycling containers: <ul style="list-style-type: none"> • <i>Four (4) for mixed paper & blue bags</i> • <i>Five (5) for cardboard</i> • Four (4) green carts 	<u>Glace Bay</u> <ul style="list-style-type: none"> • One (1) garbage container • Two (2) recycling containers: <ul style="list-style-type: none"> • <i>One (1) for mixed paper & blue bags</i> • <i>One (1) for cardboard</i>
<u>Radar Station</u> <ul style="list-style-type: none"> • One (1) garbage container • Two (2) recycling containers <ul style="list-style-type: none"> • <i>One (1) for mixed paper & blue bags</i> • <i>One (1) for cardboard</i> 	

TASKS

The following are a list of tasks which the contractor must complete:

- a) The contractor must provide all labour, supervision, and equipment to perform the collection and disposal of garbage, recycling, and composting on a weekly basis.
- b) The contractor must ensure that the garbage, recycling, and composting are all sent to appropriate facilities which are approved by the Cape Breton Regional Municipality.

-
- c) The contractor must ensure that all containers are completely emptied at all times during collection.
 - d) The contractor must ensure that all lids are properly closed after collection.
 - e) The contractor must ensure that all debris resulting from collection and transportation is cleaned up immediately.

CONSTRAINTS

Scheduling Discrepancies:

Holidays: When collection coincides with any holiday, the collection must occur on either the day immediately before or the day immediately after.

After Hours Work:

The contractor may be required to work on weekends, if during the week they cannot perform the required duties due to inclement weather or restricted access to areas. Any additional weekend work can only be conducted if approved in writing by the Contracting Officer.

Codes & Conduct

The service must be performed in accordance with all applicable Federal, Provincial and Municipal Acts and Legislation. The contractor shall be responsible for any changes imposed by these Acts and Legislation.

CLIENT SUPPORT

DND shall provide seven (7) garbage containers, thirteen (13) recycling containers, and four (4) composting carts. These containers/carts shall be put in place by DND.

Garbage & Recycling Containers:

All garbage and recycling containers shall be front load in design, and each shall have a capacity of four (4) yards.

Composting Carts: All composting carts shall have a capacity of sixty-four (64) gallons.

SCHEDULE

Garbage, recycling, and composting collection for all locations must occur on a weekly basis and take place on each Monday of the month.

LEVEL OF SERVICE

1. The level of service will be monitored and anytime the service is not satisfactory, documentation will be forwarded to PWGSC, which may result in termination of the contract.

PERFORMANCE

2. Performance will be monitored on the following:
 - a) Compliance with Environmental Legislation;
 - b) Level of safety;
 - c) Timely pick-ups; and

d) Site cleanliness.

SECURITY

3. The contractor agrees to follow procedures as laid out by Gate Security and is subject to having identification cards checked upon entering DND locations. Further to this, all vehicles owned and operated by the contractor are subject to search any time in accordance with standing orders. Contractor must provide, in writing, a list of all employees and vehicle information throughout length of contract to the Site Authority. Contractor will be responsible for any costs associated with this.

LICENSING

4. The contractor must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the contractor shall provide a copy of any such permit, license, or certificate. The contractor must carry Commercial General Liability Insurance not less than **one million per accident or occurrence**.

SAFETY

5. The contractor shall not consume alcoholic beverages while performing the services requested when located on DND property.

DISPOSAL FEES

6. The contractor is entitled to an increase in the disposal fee charge at time of imposition of such increase by the Municipality. Such increases will not become effective until the contractor submits a written request to the contracting authority (PWGSC) with proof of such increases and the contract is amended accordingly.

SITE AUTHORITY

To be completed at contract award

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1.The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2.The Commercial General Liability policy must include the following:

a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g. Employees and, if applicable, Volunteers must be included as Additional Insured.

h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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

Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.

2. The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- e. OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire

Annex B Basis of Payment

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination including Canadian customs duties and excise taxes.

Bidders must quote on all of the items and be willing to provide service to all locations; otherwise, your offer will be deemed non-responsive - only one contract will be awarded.

Per week price must include travel to and from the job sites and kilometric costs.

The estimated quantities are for evaluation purposes only; there is no commitment to contract for these estimates.

Lowest overall evaluation price will be determined as follows: $(A \times B) + (A \times C) + (A \times D) = E$

Location/ Description	Unit of Measure	Est. Annual Qty. (A)	Year One Price Per Unit (B)	Year Two Price Per Unit (C)	Year Three Price Per Unit (D)	Extended Price (E)
Victoria Park						
Five (5) Garbage bins	per wk	52	\$	\$	\$	\$
Nine (9) Recycling bins	per wk	52	\$	\$	\$	\$
Four (4) Green Carts	per wk	52	\$	\$	\$	\$
Radar Station						
One (1) Garbage bin	per wk	52	\$	\$	\$	\$
Two (2) Recycling bins	per wk	52	\$	\$	\$	\$
Glac Bay Armoury						
One (1) Garbage bin	per wk	52	\$	\$	\$	\$
Two (2) Recycling bins	per wk	52	\$	\$	\$	\$
TOTAL						\$

This table represents the disposal tipping fee rates as enforced by the authority in the appropriate jurisdiction and will not be used in the evaluation process.

Solicitation No. - N° de l'invitation

W010X-13R045/A

Client Ref. No. - N° de réf. du client

W010X-13-R045

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-69213

Buyer ID - Id de l'acheteur

ha1409

CCC No./N° CCC - FMS No/ N° VME

Description of Work	Unit of Measure	Est. Annual Quantity	Disposal Fee Per Metric Ton	Extended Price
Garbage Bin Disposal	metric ton	26	\$	\$
Recycling Bin disposal	metric ton	5	\$	\$
Green Cart Disposal	metric ton	1	\$	\$
TOTAL				\$

Tipping Fees:

1. The contract amount will not be increased or decreased by reason of any increase or decrease in the cost of the service brought about by any increase or decrease in the cost of labour, plant, tools and equipment.

2. Notwithstanding the terms and conditions as expressed herein, if an increase or decrease in "Tipping Fees" is announced by the authority having jurisdiction after the date and time set for tender closing, the contract amount shall be increased or decreased by an amount equal to the increase or decrease in cost incurred by the Contractor, established by an examination of its relevant records.

3. Increase will be allowed provided the contractor supply a letter from the Metropolitan Authority verifying the increase/decrease to the Contracting Authority (PWGSC).

signature

date