

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works Government Services Canada-
Bid Receiving / Réception des soumissions
189 Prince William Street
Room 421
Saint John
New Brunswick
E2L 2B9

INVITATION TO TENDER

APPEL D'OFFRES

**Tender 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.

Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 421
Saint John
New Bruns
E2L 2B9

Title - Sujet Garbage Removal, Moncton, Sussex Arm	
Solicitation No. - N° de l'invitation W0105-13E044/A	Date 2013-01-23
Client Reference No. - N° de référence du client W0105-13E044	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-016-3202
File No. - N° de dossier PWB-2-35114 (016)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-14	
Time Zone Fuseau horaire Atlantic Standard Time AST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lomax, Joy PWB	Buyer Id - Id de l'acheteur pwb016
Telephone No. - N° de téléphone (506) 636-4032 ()	FAX No. - N° de FAX (506) 636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Garbage Removal Moncton Garrison & Susses Armoury New Brunswick Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

**Garbage Removal
Moncton Garrison and Sussex Armoury, New Brunswick**

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PART 1 - GENERAL INFORMATION**1. Requirement**

Department of National Defence (DND) has a requirement for the furnishing of all containers, labour, equipment and dumping fees required for the removal and disposal of all garbage, wet and dry at the Moncton Garrison, 110 Athlone Avenue and Sussex Armoury, New Brunswick. The Service Contract is required for the period from April 1, 2013 to March 31, 2014 with an option to extend for two additional one year periods. The services must be provided in accordance with the Specification attached at Annex "E".

2. 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*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)
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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SACC Manual Clauses (by reference)

A0220T - Evaluation of Price (2007-05-25)

2. Submission of Bids

Tenders shall be received at the office designated for the receipt of tenders, on or before the date and time set for tender closing. Late tenders will be returned unopened.

- (a) Bids must be complete and submitted on prescribed tender form;
- (b) Include the tender call number/project number and description of proposed work;
- (c) Include the closing date and time;
- (d) Must be received prior to bid closing time and at the designated place and facsimile number - FACSIMILE NUMBER IS (506-636-4376).

NOTE: FACSIMILE BIDS

Only incorrect handling by the Department of Public Works and Government Services will excuse the delay of responses transmitted by facsimile. Misrouting, traffic volume, weather disturbances, or any cause for the late receipt of such responses are not acceptable.

Bid Receiving
Public Works and Government Services Canada
Room 421
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NOTE: THIS IS NOT A PUBLIC OPENING

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 (five) 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 New Brunswick.

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.

5. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C".

If the information is not provided in the bid, 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.

6. Workers Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within seven (7) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Price must not appear in any other area of the bid except in the **Financial Bid**.

It is required that the bids follow the response format/instructions as detailed below:

Section I: Technical Bid

No Technical Bid required as part of this requirement.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "B" 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 certification required under Part 5.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures and Basis of Selection

Bids will be evaluated in accordance with the **Evaluation Criteria and Basis of Selection** specified in **Annex "A"** and **Basis of Payment** specified in **Annex "B"**. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

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. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of

Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for 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/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional 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

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;

(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 Web site

2.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

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

(a) an individual;

(b) an individual who has incorporated;

(c) a partnership made of former public servants; or

(d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

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Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

PART 6 - RESULTING CONTRACT CLAUSES

1. Requirement

Department of National Defence (DND) has a requirement for the furnishing of all containers, labour, equipment and dumping fees required for the removal and disposal of all garbage, wet and dry at the Moncton Garrison, Athlone Avenue, and Sussex Armoury, New Brunswick. The Service Contract is required for the period from April 1, 2013 to March 31, 2014 with an option to extend for two additional one year periods. The services must be provided in accordance with the Specification attached at Annex "E".

2. 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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2010C (2012-11-19), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The work is to be performed from April 1, 2013 to March 31, 2014.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) 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 at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Joy Lomax
Title: Supply Officer
Organization: Public Works and Government Services Canada
Acquisitions Branch

Directorate: Real Property Contracting
Address: 189 Prince William Street
Saint John, New Brunswick
E2L 2B9

Telephone: (506) 636-4032
Facsimile: (506) 636-4376
E-mail address: joy.lomax@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.

4.2 Project Authority - Will be made available at time of award

The Project Authority for the Contract is:

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.

4.3 Contractor's Representative

Name:
Title:
Organization:
Address:
Telephone:
Fax:
E-mail:

5. Payment

Basis of payment is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2012-11-19), General Conditions - Services (Medium Complexity).

5.1 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

6. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010C (2012-11-19), General Conditions - Services (Medium Complexity).

7. Certifications

- 7.1** 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.

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

9. 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) 2010C (2012-11-19);
- (c) Specification (Annex "E") and annexes;
- (d) Any Amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (e) the Contractor's bid dated _____

10. SACC Manual Clauses

SACC Manual Clause A0285C (2007-05-25) Worker's Compensation
SACC Manual Clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)
SACC Manual Clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

11. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within seven (7) days after request from the Contracting Authority and prior to award of Service 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

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ANNEX "A"

EVALUATION CRITERIA AND BASIS OF SELECTION

ANNEX "A"

EVALUATION CRITERIA AND BASIS OF SELECTION

Bids received will be assessed in accordance with the entire requirement of the bid solicitation.

1. Mandatory Criteria

1. Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within seven (7) days and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Within seven (7) days and prior to award of Service Contract, the bidder shall be required to provide proof of Liability Insurance in the amount of \$2,000,000.00.
5. Bidder must provide, upon request from the Contracting Authority, a list of equipment. Equipment is subject to inspection and approval by the Department of National Defence (DND) prior to award of Service Contract.

2. 2007/05/07 A0069T Basis of Selection - Mandatory Requirements Only

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

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ANNEX "B"

BASIS OF PAYMENT

ANNEX "B"
BASIS OF PAYMENT

The following requirement must be strictly adhered to: **Failure to do so shall render the bidder's proposal as non-responsive.**

It is mandatory that the bidders submit firm rates for the Period of the Service Contract for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal.

Each item specified in the Unit Price Tables, includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit, and all other liabilities whatsoever.

The prices inserted in the Unit Price Tables, includes all applicable federal, provincial and municipal taxes. However, they do not include any amount for the Goods and Services Tax (GST)/Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Her Majesty to the Offeror in addition to the amount paid against the amount of the contract.

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The estimated quantity entered in column four for each item is an estimate only for service as and when required and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.

NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS. HOWEVER, ANY CONTRACT AWARD WILL BE FOR THE TERM OF APRIL 1, 2013 TO MARCH 31, 2014.

<u>Item</u>	<u>Class of Service</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>A</u>		<u>B</u>		<u>C</u>	
				<u>Term</u>		<u>Option Year</u>		<u>Option Year</u>	
				<u>April 1, 2013, to March 31, 2014.</u>		<u>April 1, 2014, to March 31, 2015</u>		<u>April 1, 2015, to March 31, 2016</u>	
				<u>Price per Unit</u>	<u>Total</u>	<u>Price per Unit</u>	<u>Total</u>	<u>Price per Unit</u>	<u>Total</u>
1.	Price per week - 2 pick ups Moncton Garrison	Pick-ups/year	104	_____	_____	_____	_____	_____	_____
2.	Price per week - 2 pick ups, 110 Athlone Ave.	Pick-ups/year	104	_____	_____	_____	_____	_____	_____
3.	Price per week - 1 pick up, Sussex Armoury	Pick-ups/year	52	_____	_____	_____	_____	_____	_____
4.	Price per week, 2 pick ups to supply additional containers 4 cu meter, Moncton Garrison	Pick-ups/year	12	_____	_____	_____	_____	_____	_____
5.	Price per week, 2 pick ups to supply additional containers 4 cu meter, 110 Athlone Ave.	Pick-ups/year	12	_____	_____	_____	_____	_____	_____
6.	Price per week, 2 pick ups to supply additional containers 6 cu meter, Moncton Garrison	Pick-ups/year	12	_____	_____	_____	_____	_____	_____

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C	Option Year	
	April 1, 2015, to	
	March 31, 2016	
	Price per	
	Unit	Total

§

A, B AND C

\$

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CCC No./N° CCC - FMS No/ N° VME

ANNEX "C"

INSURANCE REQUIREMENTS

Annex "C" 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 Department of National Defence
 - (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.

Solicitation No. - N° de l'invitation

W0105-13E044/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-2-35114

Buyer ID - Id de l'acheteur

pwb016

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

W0105-13E044

CCC No./N° CCC - FMS No/ N° VME

Annex "D" Complete List of Each Individual Who is Currently on the Board of Directors

NOTE TO BIDDERS

WRITE DIRECTORS SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

Solicitation No. - N° de l'invitation

W0105-13E044/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb016

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

W0105-13E044

File No. - N° du dossier

PWB-2-35114

CCC No./N° CCC - FMS No/ N° VME

ANNEX "E"

SPECIFICATION



**DEPARTMENT OF NATIONAL DEFENCE
3 AREA SUPPORT GROUP
ENGINEER BRANCH
CFB GAGETOWN**

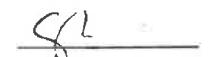
SPECIFICATION

**SERVICE CONTRACT
GARBAGE REMOVAL
MONCTON GARRISON, MONCTON, N.B.
AND SUSSEX ARMOURY, SUSSEX, N.B.
01 APRIL 2013 TO 31 MARCH 2014 WITH OPTION TO RENEW
FOR TWO (1 YEAR PERIODS)**


Designed by


Fire Inspector


Project O


Engineering O

PF No:
Job No: L-M186-9900/80

Date: 2012-07-31

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	4
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	4
01 35 43	Environmental Procedures	1

List of Annexes

Annex A	Location and Capacity of Containers	1
Annex B	Site Plan - Moncton Garrison	1
Annex C	Site Plan - 110 Athlone Ave	1
Annex D	Site Plan - Sussex Armoury	1

PART 1 - GENERAL

1.1 Description of Work .1 Work under this Service Contract comprises the furnishing of all containers, labour, equipment and dumping fees required for the removal and disposal of all garbage, wet and dry at the Moncton Garrison, 110 Athlone Ave. and Sussex Armoury, N.B.

.2 The period of this Service Contract is from 01 April 2013 to 31 March 2014 with the option to renew for two (2) one (1) year periods.

Note: Containers may be deleted from the list provided in Annex "A" at any time during the duration of the Contract.

1.2 Engineer .1 The Engineer, as defined and stated in this specification will be the Commanding Officer 3 ASG Engineer Branch or a designated representative.

.2 The address of the Engineer is:

Contracts Office
3 ASG Engineer Branch
Building B-18
PO Box 17000 Station Forces
Oromocto, New Brunswick
E2V 4J5

Tel: (506) 422-2000 ext 2677
Fax: (506) 422-1248

1.3 Site Visit .1 Before submitting a tender, it is suggested the Contractor visit the sites and acquaint themselves with all ascertainable conditions that may affect the work.

.2 Consult with the Engineer regarding services available, access to the site and obtain any/all information that may affect the Tender.

- 1.4 Liability Insurance .1 The Contractor shall provide proof of liability insurance in the amount of Two Million Dollars (\$2,000 000.00) to PWGSC before the award of this Contract.
- 1.5 Documents Required .1 Maintain at the job site, one copy each of the following:
.1 specifications; and
.2 addenda.
- 1.6 Contractors Use of Site .1 Work site access will be as directed by the Engineer.
.2 Movement around the site is subject to restrictions laid down by the Engineer.
.3 Do not unreasonably encumber the site with materials or equipment.
- 1.7 Containers .1 Containers shall be regular industrial lift type containers c/w lid for operation with vehicle specified in para 1.8. Capacities and locations shall be indicated in Annex A. Containers shall be 3 meters from the buildings.
- 1.8 Equipment .1 Vehicles shall be for lift type containers, shall be enclosed, compactor type of sufficient capacity to safely handle the industrial containers specified.
- 1.9 Dumping Instructions .1 Except where indicated otherwise, garbage for all areas shall be collected between the hours of 9 am and 12 noon on days indicated in Annex A.
.2 When a statutory holiday falls on a regular pick-up day, garbage will be picked up on the following day.
-

- 1.10 Clean Up .1 If garbage, hydraulic fluid, etc. are spilled at the site during loading or in transport, the affected area shall be cleaned by the Contractor to the satisfaction of the Engineer.
- 1.11 Basis of Payment .1 The Contractor will submit prices for the following in accordance with the specification. Such prices will include containers, labour, equipment, dumping fees, expenses and profit.
.1 Price per week - 2 pick ups - for the Moncton Garrison and 110 Athlone Ave. (**estimated 104 pick-ups/year**);
.2 Price per week - 1 pick up - for the Sussex Armoury (**estimated at 52 pick-ups/year**);
.3 Price per week - 2 pick ups - to supply additional containers, 4 cu meter, at the Moncton Armoury and 110 Athlone Ave. (**estimated at 12 pick-ups/year**);
.4 Price per week - 2 pick ups - to supply additional containers 6 cu meter, at the Moncton Armoury and 110 Athlone Ave. (**estimated at 12 pick-ups/year**);
.5 Price per week - 1 pick up - to supply additional containers, 4 cu meter, at the Sussex Armoury (**estimated at 4 pick-ups/year**)
.6 Price per week - 1 pick up - to supply additional containers, 6 cu meter, at the Sussex Armoury (**estimated at 4 pick-ups/year**)
.2 Quantities are to be used as a guide and may increase or decrease. Quantities are not guaranteed and the contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.
- 1.12 Invoices .1 The original and one copy of the invoices covering all changes for each job and quoting the PWGSC Contract Number, will be submitted monthly to the Engineer.
- 1.13 Disposal .1 The Contractor shall be responsible for the adherence to all local municipal, provincial or other by-laws or regulations pertaining to the collection, transportation, dumping or otherwise disposing of all garbage removed from the site of work.

1.14 Security
Clearances

- .1 The Contractor shall maintain an up to date roster of technicians involved in the contract. This roster shall be made available to the Engineer upon demand.
- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon demand. The Engineer reserves the right to have removed from the site those personnel who do not meet security requirements, as laid down by the Military Police Identification Section.

- 1.1 Responsibility .1 Observe and enforce safety regulations required by the Canada Labour Code Part 2; Canadian Occupational Safety and Health Regulations (COSH Regs); Provincial Government Occupational Health and Safety Act and Regulations (NB 91-191); WorkSafeNB; and Municipal Statutes and Authorities.
- .2 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .3 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
- .4 As outlined in the Canada Labour Code Part 2, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .5 In event of conflict between any provisions of above authorities the most stringent provision governs.
- .6 CFB Gagetown Construction Engineering Branch employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.
- .7 As per the Canada Labour Code Part 2, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.

1.1 Responsibility .8
(Cont'd)

Contractor shall ensure employees follow applicable regulations and wear CSA class 1 hardhats, protective footwear, ear defenders, CSA approved eye protection, shirts and long pants.

.9 It is the 3 ASG Engineer Branch Policy that personnel working in, on and around moving equipment shall wear highly visible clothing.

.10 The Contractor shall ensure that employees have sufficient Personal Protective Equipment to guard them from all hazards to which they may be exposed.

1.2 WHMIS .1

Comply with Workplace Hazardous Materials Information System (WHMIS) regulations regarding use, handling, storage, labelling and disposal of hazardous materials. Provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.

1.3 Scaffolding .1

Design and construct scaffolding in accordance with CAN/CSA-S269.2-M.

1.4 Correction of .1
Non-Compliance

Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.

.2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.

.3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

1.5 Work Stoppage .1

Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

- 1 Fire Safety Plan .1 Contractors and their personnel will be familiar with this section as well as The National Fire Code of Canada, latest edition and applicable building fire orders which are posted in all DND buildings.
- 2 Fire Department Briefing .1 The Engineer shall coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Fire Chief before any work is commenced.
- 3 Reporting Fires .1 Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- .2 Report immediately all fire incidents to the Fire Department as follows:
- .1 Activate the nearest internal fire alarm pull station; or
- .2 Telephone: 911; and
- .3 Depart building to a safe area for that building.
- .4 If in the Training Area you must also call Range Control at 422-2000 Ext 2482.
- .3 When reporting a fire by telephone, give the location of the fire, name or number of building and be prepared to verify the location.
- 4 Interior and Exterior Fire Protection and Alarm Systems .1 Fire protection and alarm system will not be:
- .1 Obstructed.
- .2 Shut-off.
- .3 Left inactive at the end of a working day or shift without notification and authorization from the Fire Chief or his representative.
- .2 Fire hydrants, standpipes and hose systems shall not be used for other than fire fighting purposes unless authorized by the Fire Chief.
-

- | | | | |
|---|---------------------------------------|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | Fire
<u>Extinguishers</u> | .1 | The Contractor shall supply fire Extinguishers, as scaled by the Fire Chief, necessary to protect, in an emergency, the work in progress and the contractors physical plant on site. |
| 6 | Blockage of
<u>Roadways</u> | .1 | The Fire Chief shall be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Fire Chief, erecting of barricades and the digging of trenches. |
| 7 | Smoking
<u>Precautions</u> | .1 | Although smoking is not permitted in hazardous areas, care must still be exercised in the use of smoking materials in non-restricted areas. Smoking is not permitted in DND buildings. |
| 8 | Rubbish and
<u>Waste Materials</u> | .1 | Rubbish and waste materials are to be kept to a minimum. |
| | | .2 | The burning of rubbish is prohibited unless approved by the Fire Chief. |
| | | .3 | Removal:
.1 All rubbish, greasy or oily rags or material subject to spontaneous combustion shall be removed from the work site at the end of the work day or shift or as directed. |
| | | .4 | Storage:
.1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
.2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and remove. |
| 9 | Flammable
<u>Liquids</u> | .1 | The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada. |
| | | .2 | Flammable liquids such as gasoline, kerosene, naphtha may be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada |
-

9 Flammable
Liquids
(Cont'd)

- .2 (Cont'd)
or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for work purposes, required the permission of the Fire Chief.
- .3 Transfer of flammable liquids is prohibited within buildings.
- .4 Transfer of flammable liquids shall not be carried out in the vicinity of open flame or or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline shall not be used as solvents or cleaning agents.
- .6 Flammable waste liquids, for disposal, shall be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and the Fire Department is to be notified when disposal is required.

10 Hazardous
Substances

- .1 If the work entails the use of any toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, work shall be in accordance with National Fire Code of Canada.
- .2 The Fire Chief is to be advised, and a "Hot Work" permit issued in all cases involving welding, burning or the use of blow torches and salamanders, in buildings or facilities. Special precautions are necessary to safeguard life and property from damage by fire or explosives.
- .3 Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers, equipped with sufficient fire extinguishers shall be provided. The determination of dangerous or hazardous areas along with the level of precaution necessary for fire Watch shall be at the discretion of the Fire Chief. Contractors are responsible for providing fire watch service for their work on a scale established and in conjunction with the Fire Chief at the pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation shall be assured and all sources of ignition

10 Hazardous Substances (Cont'd) .4 (Cont'd)
are to be eliminated. The Fire Chief is to be informed prior to and at the cessation of such work.

11 Questions and/or Clarification .1 Any questions or clarification on Fire Safety in addition to the above requirements shall be directed to and cleared through the Fire Chief.

12 Fire Inspections .1 The Fire Chief shall be allowed unrestricted access to work site.
.2 The Contractor shall co-operate with the Fire Chief during routine inspections of the work site.
.3 The Contractor shall immediately remedy all unsafe fire situations identified by the Fire Chief.

- 1.1 General .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.
- 1.2 Fires .1 Fires and burning of rubbish on site not permitted.
- 1.3 Disposal of Wastes .1 Do not bury rubbish or waste on site. All waste must be disposed of in designated containers and removed from DND property.
- .2 Contractor to handle and dispose of hazardous wastes in accordance with federal or provincial Legislation.
- .3 Hazardous wastes are not to be disposed of in non-hazardous waste bin.
- .4 Contractor to have permission from Engineer prior to disposal of hazardous or non hazardous waste.
- .5 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- 1.4 Spill Protection .1 The Contractor must have adequate spill response materials/equipment for any hazardous materials used in the completion of the work (ie. fuels, oils, lubricants, etc).
- .2 In the event of a spill of over one litre of a hazardous material, the Contractor to take immediate corrective action to contain the spill and immediately inform proper authorities at the Firehall at 422-2000 local 2106.
- .3 Contractor to dispose of all contaminated spill response cleanup materials.

Annex "A"
Job No. L-M186-9900/80
2012-07-31

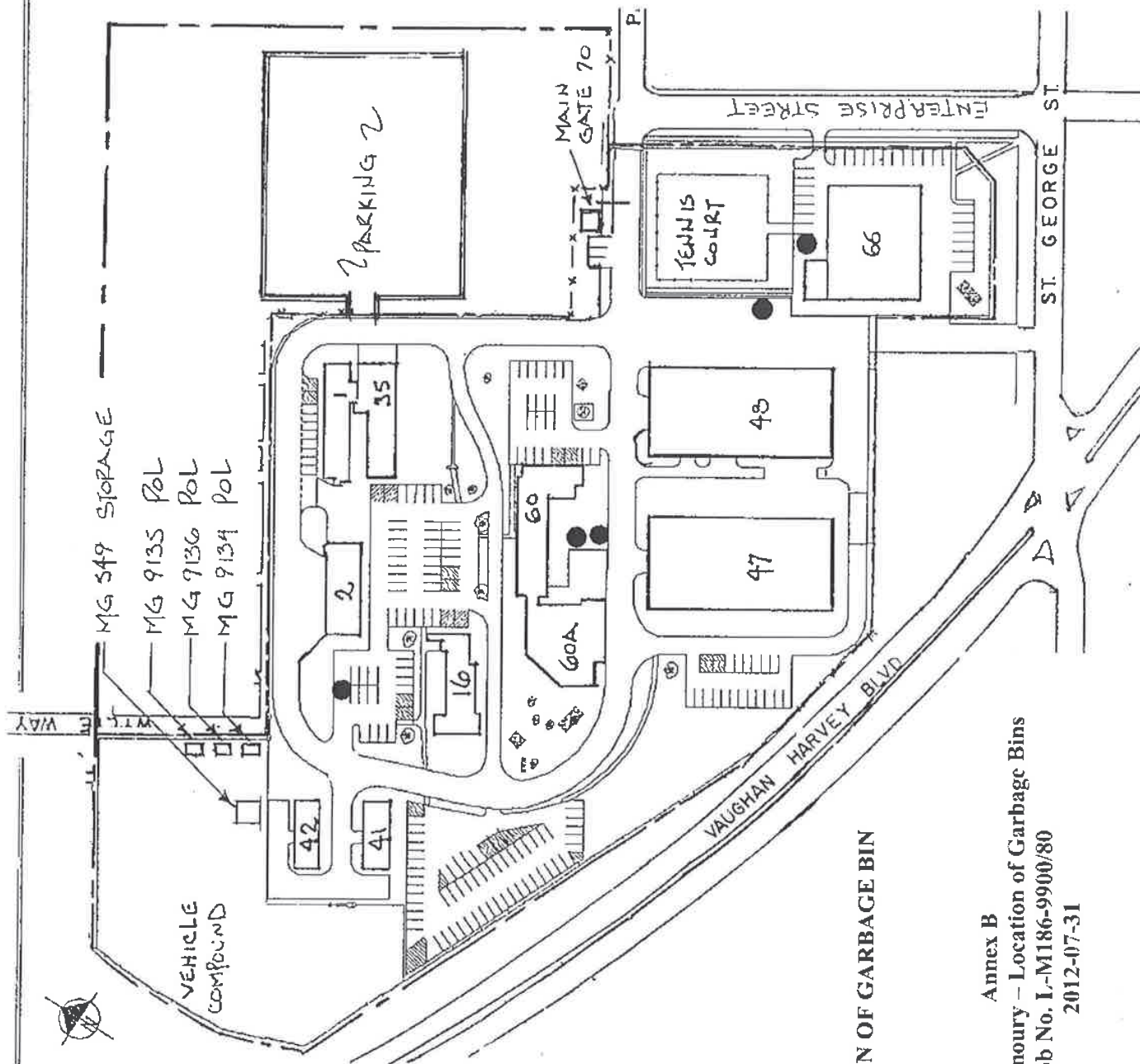
Location, quantity, container size and dumping days for garbage removal from Moncton Garrison, 110 Athlone Ave. and Sussex Armoury:

<u>Moncton Garrison Building No.</u>	<u>Size of Container Cubic Meters</u>	<u>Dumping Days</u>
MG2	6	Tuesday & Friday
MG60/60A	6	Tuesday & Friday
MG47	6	Tuesday & Friday
MG48	6	Tuesday & Friday
MG66	4	Tuesday & Friday
MG110 Athlone Ave.	4	Tuesday & Friday
Sussex Armoury	6	Tuesday

Annex B
Moncton Garrison – Location of Garbage Bins
Job No. L-M186-9900/80
2012-07-31

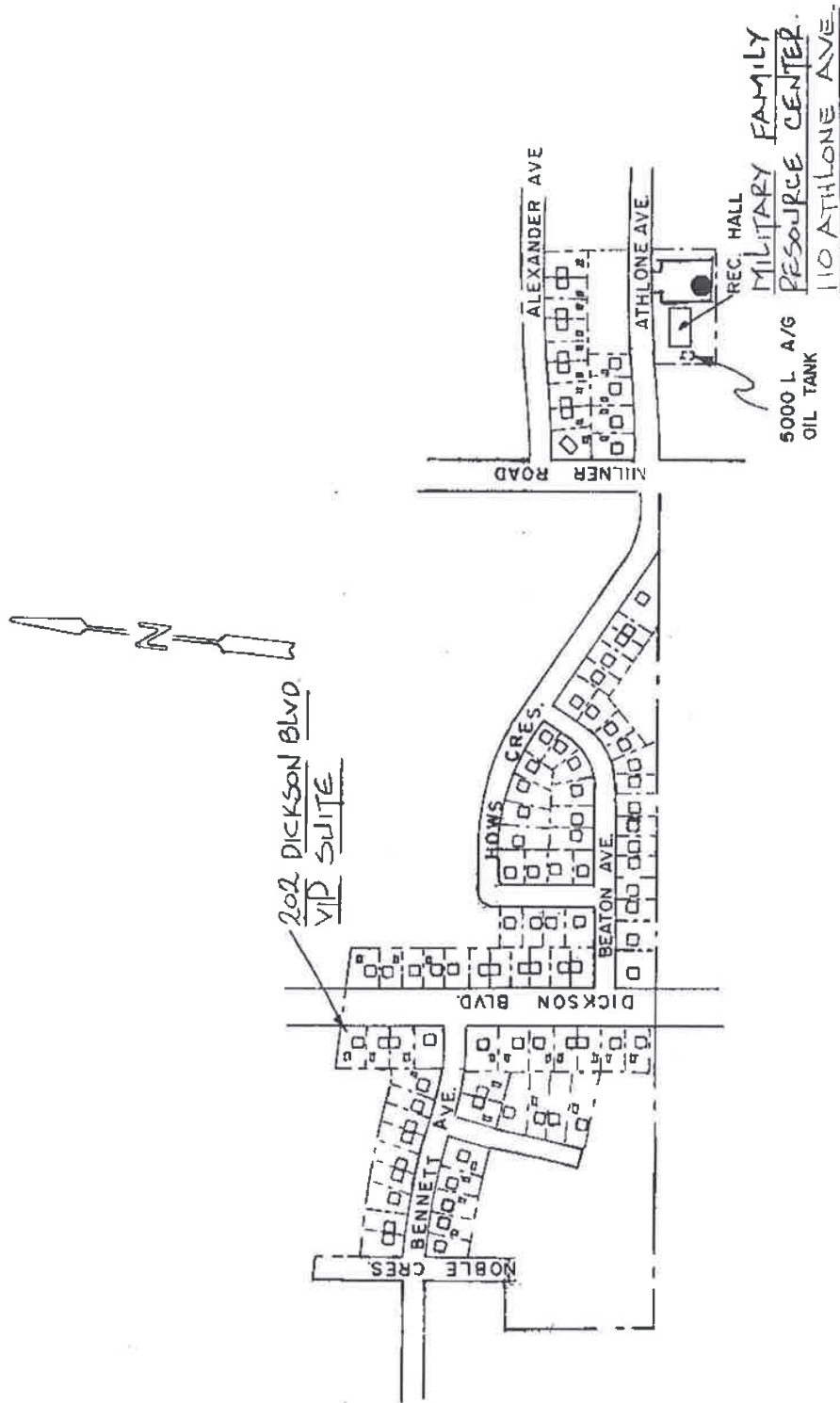
Annex C
110 Athlone Ave. – Location of Garbage Bins
Job No. L-M186-9900/80
2012-07-31

Annex D
Sussex Armoury – Location of Garbage Bins
Job No. L-M186-9900/80
2012-07-31



● LOCATION OF GARBAGE BIN

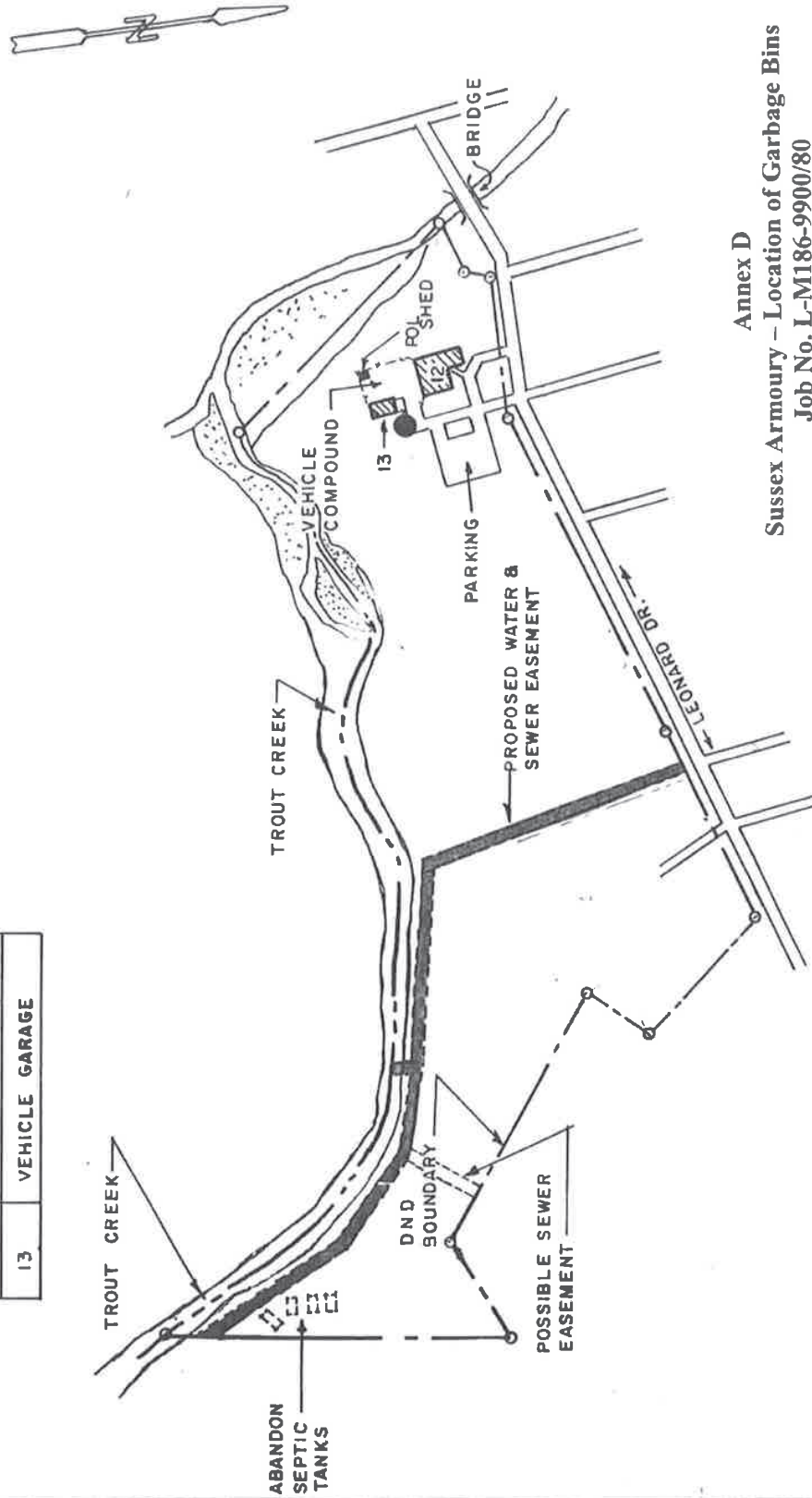
Annex B
 Moncton Armoury - Location of Garbage Bins
 Job No. I-M186-9900/80
 2012-07-31



Annex C
 110 Athlone Ave. - Location of Garbage Bins
 Job No. L-M186-9900/80
 2012-07-31

● LOCATION OF GARBAGE BIN

BUILDING SCHEDULE	
BLDG	DESCRIPTION
12	GREGG ARMOURY
13	VEHICLE GARAGE



Annex D
Sussex Armoury - Location of Garbage Bins
Job No. L-M186-9900/80
2012-07-31

● LOCATION OF GARBAGE BIN