

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

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> Waste and Recycle Services	
<b>Solicitation No. - N° de l'invitation</b> W7719-135236/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> W7719-135236	<b>Date</b> 2013-08-01
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-201-6317	
<b>File No. - N° de dossier</b> TOR-2-35345 (201)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-09-10</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ramnarine, Vashti	<b>Buyer Id - Id de l'acheteur</b> tor201
<b>Telephone No. - N° de téléphone</b> (905) 615-2419 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

W7719-135236/A

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

W7719-135236

Amd. No. - N° de la modif.

001

File No. - N° du dossier

TOR-2-35345

Buyer ID - Id de l'acheteur

tor201

CCC No./N° CCC - FMS No/ N° VME

---

SEE ATTACHED

Solicitation No. - N° de l'invitation

W7719-135236

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

W7719-135236

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35345

Buyer ID - Id de l'acheteur

tor201

CCC No./N° CCC - FMS No/ N° VME

---

## TABLE OF CONTENTS

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

1. Security Requirement
2. Statement of Work
3. Debriefings

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

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws
6. Optional Site Visit

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

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

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

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. SACC Manual Clauses
13. Insurance Requirement

#### **List of Annexes:**

- |         |                                 |
|---------|---------------------------------|
| Annex A | Statement of Work               |
| Annex B | Basis of Payment                |
| Annex C | Insurance Requirement           |
| Annex D | DND 626 Task Authorization Form |

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

### **2. Statement of Work**

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

### **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 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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the 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. Former Public Servant - Competitive Requirements**

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

Solicitation No. - N° de l'invitation

W7719-135236

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

W7719-135236

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35345

Buyer ID - Id de l'acheteur

tor201

CCC No./N° CCC - FMS No/ N° VME

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

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

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

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

name of former public servant;

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: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **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 Applicable Taxes.

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Solicitation No. - N° de l'invitation

W7719-135236

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

W7719-135236

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35345

Buyer ID - Id de l'acheteur

tor201

CCC No./N° CCC - FMS No/ N° VME

---

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.

## 5. Applicable Laws

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

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.

## 6. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **20th August 2013, at 10:00 am, DRDC Toronto, 1133 Sheppard Ave West, Toronto, ON**. Bidders are requested to communicate with the Contracting Authority Vashti Ramnarine (905) 615-2419, [vashti.ramnarine@pwgsc.gc.ca](mailto:vashti.ramnarine@pwgsc.gc.ca) no later than two (2) day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid - (2 hard copies)

Section II: Financial Bid - (1 hard copies)

Section III: Certifications - (1 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.

Solicitation No. - N° de l'invitation

W7719-135236

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

W7719-135236

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35345

Buyer ID - Id de l'acheteur

tor201

CCC No./N° CCC - FMS No/ N° VME

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 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 Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **1.1 Exchange Rate Fluctuation**

C3011T (2010-01-11), Exchange Rate Fluctuation

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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## **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**

1. The Bidder must have experience providing removal and disposal of refuse and waste recycling services within the last 5 years.

To demonstrate this experience the bidder must provide details for two (2) similar operations currently or previously managed, within the last 5 years, by the Bidder that clearly meet the definition of "similar", detailed below.

The Bidder must provide the name and location of the organization(s) for whom the work was done and a contact name and number. The organization(s) may be contacted to confirm the details provided.

Definition: For the purposes of evaluation "similar" means the following:

- services were provided on a continuous basis for a minimum of one year
- service includes both disposal and recycling operations

#### **2.1 Financial Evaluation**

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

2.1.2 The price used in the evaluation will be the aggregate cost of all the services for both the firm and optional periods. This price will be calculated by multiplying the unit prices by the firm and estimated usage's detailed at Annex B for both the firm and optional periods. The aggregate of each year will be added together to arrive at the bid evaluation price.

2.1.3 *SACC Manual* Clause A0220T (2007-05-25) Evaluation of Price

### **2. Basis of Selection**

#### **2.1 Mandatory Technical Criteria**

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.



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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

### 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.

#### 1.2 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - 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.

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

### **1. Security Requirement**

There is no security requirement applicable to this Contract

### **2. Statement of Work**

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

#### **2.2.1 Task Authorization Process**

##### **Task Authorization:**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **Task Authorization Process:**

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, if at all possible, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **2.2.2 Task Authorization Limit**

The Technical Authority may authorize individual task authorizations up to a limit of \$10,000.00 Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by Contracting Authority before issuance.

#### **2.2.3 Canada's Obligation - Portion of the Work - Task Authorizations**

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

#### **2.2.4 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by Department of National Defence (DND), DRDC -Toronto. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

#### **2.2.5 Periodic Usage Reports - Contracts with Task Authorizations**

Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

Solicitation No. - N° de l'invitation

W7719-135236

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

W7719-135236

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35345

Buyer ID - Id de l'acheteur

tor201

CCC No./N° CCC - FMS No/ N° VME

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The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: October 1 to December 31; and

2nd quarter: January 1 to March 31.

3rd quarter: April 1 to June 30;

4th: quarter: July 1 to September 30;

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

#### **For each authorized task:**

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

#### **For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

### **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 (2013-06-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

Solicitation No. - N° de l'invitation

W7719-135236

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

W7719-135236

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35345

Buyer ID - Id de l'acheteur

tor201

CCC No./N° CCC - FMS No/ N° VME

---

The period of the Contract is from: date of contract award to 31 July 2016.

#### **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 year period 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:

Vashti Ramnarine  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
33 City Centre Dr., Ste. 480  
Mississauga, ON, L5B 2N5  
Telephone: (905) 615-2419  
Facsimile: (905) 615-2060  
E-mail address: vashti.ramnarine@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 Technical Authority (To be completed by Canada at contract award).**

The Technical Authority for the Contract is:

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

The Technical Authority named above 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 Technical Authority, however the Technical 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.

Solicitation No. - N° de l'invitation

W7719-135236

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

W7719-135236

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35345

Buyer ID - Id de l'acheteur

tor201

CCC No./N° CCC - FMS No/ N° VME

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**5.3 Contractor's Representative** (*To be completed by the Bidder*).

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**6. Proactive Disclosure of Contracts with Former Public Servants** (*when applicable*)

SACC Manual Clause A3025C (2013-03-21) Proactive Disclosure of Contracts with Former Public Servants.

**7. Payment**

**7.1 Basis of Payment - Firm Unit Price(s)**

For the Firm Requirement in accordance with the Statement of Work in Annex A

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price(s), as specified in Annex B for a cost of \$ \_\_\_\_\_ (*amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

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.

**7.2 Limitation of Price** (For the firm requirement)

SACC Manual clause C6000C (2011-05-16) Limitation of Price

**7.3 Basis of Payment - Firm Unit Price(s)- Task Authorizations**

For the Task Authorization or "As and When Requested" Requirement of the Statement of Work in Annex A.

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm price(s) in accordance with the Basis of Payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

**7.4 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ (*amount to be inserted*)

*at contract award*). Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.
4. 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.

#### **7.5 Single Payments**

SACC Manual clause H1000C (2008-05-12) Single Payment

#### **Monthly Payment**

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

#### **7.6 SACC Manual Clauses**

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

C0711C (2008-05-12) Time Verification

### **8. 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.
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **9. Certifications**

#### **9.1 Compliance**

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.

### **10. Applicable Laws**

Solicitation No. - N° de l'invitation

W7719-135236

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

W7719-135236

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35345

Buyer ID - Id de l'acheteur

tor201

CCC No./N° CCC - FMS No/ N° VME

---

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

#### **11. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2013-04-25) General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Signed DND 626, Task Authorizations;
- (g) the Contractor's bid dated \_\_\_\_\_.

#### **12. SACC Manual Clauses**

A9062C (2011-05-16) Canadian Forces Site Regulations  
A9016C (2007-11-30) Hazardous Waste Disposal  
A9039C (2008-05-12) Salvage  
B1505C (2006-06-16) Shipment of Hazardous Materials  
D3010C (2012-07-16) Dangerous Goods/Hazardous Products

#### **13. Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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

### STATEMENT OF WORK

#### WASTE AND RECYCLE SERVICES

##### 1.0 Site of Work

Defence Research & Development Canada - Toronto  
1133 Sheppard Ave West  
Toronto ON  
M3K 2C9

##### 2.0 Buildings

- 2.1 Building 54 - Research Facility.
- 2.2 Building 201- Research Facility.

##### 3.0 Definitions

The following definitions apply:

3.1 Site Authority (SA) is the DRDC Toronto Group Leader, Infrastructure & Environment Services Group or his/her authorized representative;

3.2 Technical Authority (TA) is designated by the Site Authority as the qualified point of contact for all routine matters under this contract.

3.3 PWGSC means Public Works and Government Services Canada (the Contracting Authority); and

3.4 DRDC Toronto PA means the Procurement Authority authorized to issue the Task Authorizations on behalf of DRDC Toronto;

##### 4.0 Contractor's Use of Site

4.1 The Contractor must adhere to all Site Regulations as directed by the SA/TA for Defence Research and Development Canada - Toronto, (DRDC Toronto) or representative thereof. The Contractor undertakes and agrees to comply with all Standing Orders or other Regulations in force on the Site where the Work is to be performed, relating to the life safety and health of all persons on the Site, the protection of DND property from any and all causes including fire, environmental spill and site security, etc.

##### 5.0 Scope of Work

5.1 The provision of all labour, materials and equipment and transportation required for the collection, removal and disposal of Waste Materials and Recycling Materials for DRDC Toronto. Services will be provided in accordance with the specified pick-up schedule, as detailed in Annex "B" .

5.2 This requirement includes the supply and dumping of garbage containers and recycling containers. The location, type and frequency of pickups are specified in Annex "B".

##### 6.0 Firm Requirement



Solicitation No. - N° de l'invitation

W7719-135236

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

W7719-135236

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35345

Buyer ID - Id de l'acheteur

tor201

CCC No./N° CCC - FMS No/ N° VME

---

6.1 The Contractor must ensure that all garbage and recyclable materials are disposed of completely or recycled in such a manner that Canada is relieved of all further responsibility for such disposal. Any paper, liquid, dry debris, etc., spilled during the emptying of the container must be picked up/cleaned up and disposed of completely within 2 days.

6.2 The Contractor must maintain, at each specified location, the containers stipulated in Annex "B" , 2.0 Firm Requirement, consisting of either metal lid covered garbage containers, metal lid covered recycling containers or plastic roll cart complete with attached lid of the indicated size, and empty the same at the frequencies stipulated in Annex "B", 2.0 Firm Requirement.

6.3 The 96-gallon Totes for Building 201 and Building 54 (Recycling) must be labeled according to the breakdown of containers as detailed in Annex "B", 2.0 Firm Requirement.

## **7.0 Task Authorizations: As-And-When-Required**

7.1 Along with the Firm Requirement, this contract has integrated an "As-And -When-Required" component.

7.2 As and when required taskings will be generated by the TA who will submit a Statement of Work requesting a quote proposal from the Contractor based upon the established rates in Annex B, 2.0 Task Authorizations.

7.2 Work may only proceed after the issuance of a DND626, Task Authorization, by the DRDC Toronto PA. Any work done prior to obtaining the proper authority will not be reimbursed.

7.3 The various types of tasks will include, but not be limited to the following:

7.3.1 Additional front end container service.

7.3.2 Additional recycling equipment and services (i.e. recycle totes, 30 gallon containers, office bins, etc).

7.3.3. Additional Pick ups (next day service).

7.4 Invoices for Task Authorizations will be submitted upon completion of the work and will be processed as received.

Solicitation No. - N° de l'invitation

W7719-135236

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

W7719-135236

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35345

Buyer ID - Id de l'acheteur

tor201

CCC No./N° CCC - FMS No/ N° VME

## ANNEX B BASIS OF PAYMENT

Pricing below are all-inclusive rates for each category and includes the provision and supply of all labour, material, equipment and transportation required for the collection, removal and disposal of waste materials and recycling materials for the Firm Requirement and the Task Authorizations, throughout the DRDC Toronto compound.

### 1. Firm Requirement

For all Firm Requirements, monthly rental charges of the containers and tipping charges are included in the firm rate. No other charges are permitted.

#### Year 1: 1 September 2013 to 31 August 2014

Services	Total Qty per year	Firm Monthly Rate	Firm Extended Rate
<b>2.1 Building 201 - Waste</b> Equipment: 2 x 8 cu yard container with metal lid. Frequency: twice per week (Tuesday/Friday)	104	\$	\$
<b>2.2 Building 201 - Cardboard Recycle</b> Equipment: 2 x 4 cu yard container with metal lid. Frequency: once per week (Wednesday)	52	\$	\$
<b>2.3 Building 201 - General Recycling</b> Equipment: 10 x 96 Gallon Totes, plastic roll carts, complete with attached lids, labeled as follows: 4 units for Fine Office Paper 1 unit for Newspaper/magazines 1 unit for Glass (bottles) 2 units for Plastic Containers 2 units for Metal cans Each Stop is for pick-up of 10 carts. Frequency: once per week (Wednesday)	52	\$	\$
<b>2.4 Building 54 - Waste</b> Equipment: 1 x 4cu yard container with metal lid. Frequency: twice per week (Tuesday/Friday)	104	\$	\$
<b>2.5 Building 54 - Cardboard Recycle</b> Equipment: 1 x 2 cu yard container with metal lid. Frequency: once per week (Wednesday)	52	\$	\$
<b>2.6 Building 54 - General Recycling</b> Equipment: 6 x 96 Gallon Totes, plastic roll carts, complete with attached lids, labeled as follows: 4 for Fine Office Paper 1 for Newspaper/magazines 1 for Glass (bottles) 2 for Plastic Containers 2 for Metal cans Each Stop is for pick-up of 10 carts. Frequency: once per week (Wednesday)	52	\$	\$
<b>Total Firm Cost</b>			\$ _____

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W7719-135236

tor201

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W7719-135236

TOR-2-35345

**Year 2: 1 Sept 2014 to 31 August 2015**

<b>Services</b>	<b>Total Qty per year</b>	<b>Firm Monthly Rate</b>	<b>Firm Extended Rate</b>
<b>2.1 Building 201 - Waste</b> Equipment: 2 x 8 cu yard container with metal lid. Frequency: twice per week (Tuesday/Friday)	104	\$	\$
<b>2.2 Building 201 - Cardboard Recycle</b> Equipment: 2 x 4 cu yard container with metal lid. Frequency: once per week (Wednesday)	52	\$	\$
<b>2.3 Building 201 - General Recycling</b> Equipment: 10 x 96 Gallon Totes, plastic roll carts, complete with attached lids, labeled as follows: 4 units for Fine Office Paper 1 unit for Newspaper/magazines 1 unit for Glass (bottles) 2 units for Plastic Containers 2 units for Metal cans Each Stop is for pick-up of 10 carts. Frequency: once per week (Wednesday)	52	\$	\$
<b>2.4 Building 54 - Waste</b> Equipment: 1 x 4cu yard container with metal lid. Frequency: twice per week (Tuesday/Friday)	104	\$	\$
<b>2.5 Building 54 - Cardboard Recycle</b> Equipment: 1 x 2 cu yard container with metal lid. Frequency: once per week (Wednesday)	52	\$	\$
<b>2.6 Building 54 - General Recycling</b> Equipment: 6 x 96 Gallon Totes, plastic roll carts, complete with attached lids, labeled as follows: 4 for Fine Office Paper 1 for Newspaper/magazines 1 for Glass (bottles) 2 for Plastic Containers 2 for Metal cans Each Stop is for pick-up of 10 carts. Frequency: once per week (Wednesday)	52	\$	\$
<b>Total Firm Cost</b>		\$	\$

**Year 3: 1 Sept 2015 to 31 August 2016**

<b>Services</b>	<b>Total Qty per year</b>	<b>Firm Monthly Rate</b>	<b>Firm Extended Rate</b>
<b>2.1 Building 201 - Waste</b> Equipment: 2 x 8 cu yard container with metal lid. Frequency: twice per week (Tuesday/Friday)	104	\$	\$
<b>2.2 Building 201 - Cardboard Recycle</b> Equipment: 2 x 4 cu yard container with metal lid. Frequency: once per week (Wednesday)	52	\$	\$

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W7719-135236

tor201

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W7719-135236

TOR-2-35345

<b>2.3 Building 201 - General Recycling</b> Equipment: 10 x 96 Gallon Totes, plastic roll carts, complete with attached lids, labeled as follows: 4 units for Fine Office Paper 1 unit for Newspaper/magazines 1 unit for Glass (bottles) 2 units for Plastic Containers 2 units for Metal cans Each Stop is for pick-up of 10 carts. Frequency: once per week (Wednesday)	52		
<b>2.4 Building 54 - Waste</b> Equipment: 1 x 4cu yard container with metal lid. Frequency: twice per week (Tuesday/Friday)	104	\$	\$
<b>2.5 Building 54 - Cardboard Recycle</b> Equipment: 1 x 2 cu yard container with metal lid. Frequency: once per week (Wednesday)		\$	\$
<b>2.6 Building 54 - General Recycling</b> Equipment: 6 x 96 Gallon Totes, plastic roll carts, complete with attached lids, labeled as follows: 4 for Fine Office Paper 1 for Newspaper/magazines 1 for Glass (bottles) 2 for Plastic Containers 2 for Metal cans Each Stop is for pick-up of 10 carts. Frequency: once per week (Wednesday)	52	\$	\$
<b>Total Firm Cost</b>		\$	\$

### 3.0 Task Authorizations: As-And-When-Required

Year 1: 1 Sept 2013 to 31 August 2014

Must be authorized through a valid DND626 Task Authorization Form.

Services	EST. USAGE	Firm Monthly Rate	Firm Extended Rate
<b>3.1 Building 201 - Waste</b> Equipment: 8cu yard container with metal lid. <b>Extra pick up service per container</b>	1	\$	\$
<b>3.2 Building 201 - Cardboard Recycle</b> Equipment: 4 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
<b>3.3 Building 201 - General Recycling</b> Equipment: 96 Gallon Totes, plastic roll carts <b>Extra pick up service per container.</b>	1	\$	\$
<b>3.4 Building 54 - Waste</b> Equipment: 4 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
<b>3.5 Building 54 - Cardboard Recycle</b> Equipment: 2 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
<b>3.6 Building 54 - General Recycling</b>	1	\$	\$

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W7719-135236

tor201

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W7719-135236

TOR-2-35345

Equipment: 6 x 96 Gallon Totes, plastic roll carts, complete with attached lids <b>Extra pick up service per container.</b>			
<b>3.7 Wood-fenced Compound (within) - Recycle - Wood Bin.</b> Equipment: 1x20cu yard container (wood bin). (One Load is equivalent of one container as there is only one container in the wood-fenced compound.) <b>Extra pick up service per container.</b>	1	\$	\$
<b>3.8 Wood-fenced Compound (within) - Recycle - Construction Bid.</b> Equipment: 1x20 cu yard container (construction bin)	1	\$	\$
<b>Haul Rate per Load (\$)</b>	1	\$	\$
<b>Disposal Cost per Load (\$)</b>	1	\$	\$
<b>3.8 Wood-fenced Compound (within) - Recycle - Construction Bid</b> Equipment: 1x20 cu yard container (construction bin). (One Load is equivalent of one container as there is only one container in the wood-fenced compound.)	1	\$	\$
<b>Haul Rate per Load</b>	1	\$	\$
<b>Disposal Cost per Load (\$)</b>	1	\$	\$
<b>Total</b>			

### 3.0 Task Authorizations: As-And-When-Required

#### Year 2: 1 September 2014 to 31 August 2015

Must be authorized through a valid DND626 Task Authorization Form.

Services	EST. USAGE	Firm Monthly Rate	Firm Extended Rate
Building 201 - Waste Equipment: 8cu yard container with metal lid. <b>Extra pick up service per container</b>	1	\$	\$
Building 201 - Cardboard Recycle Equipment: 4 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 201 - General Recycling Equipment: 96 Gallon Totes, plastic roll carts <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - Waste Equipment: 4 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - Cardboard Recycle Equipment: 2 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - General Recycling Equipment: 6 x 96 Gallon Totes, plastic roll carts, complete with attached lids <b>Extra pick up service per container.</b>	1	\$	\$
Wood-fenced Compound (within) - Recycle - Wood Bin. Equipment: 1x20cu yard container (wood bin).	1	\$	\$

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W7719-135236

tor201

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W7719-135236

TOR-2-35345

(One Load is equivalent of one container as there is only one container in the wood-fenced compound.) <b>Extra pick up service per container.</b>			
3.8 Wood-fenced Compound (within) - Recycle - Construction Bid. Equipment: 1x20 cu yard container (construction bin). <b>Haul Rate per Load (\$)</b> <b>Disposal Cost per Load (\$)</b>	1 1 1	\$ \$ \$	\$ \$ \$
3.8 Wood-fenced Compound (within) - Recycle - Construction Bid Equipment: 1x20 cu yard container (construction bin). (One Load is equivalent of one container as there is only one container in the wood-fenced compound.) <b>Haul Rate per Load (\$)</b> <b>Disposal Cost per Load (\$)</b>	1 1	\$ \$	\$ \$
<b>Total</b>			

**3.0 Task Authorizations: As-And-When-Required****Year 3: 1 Sept 2015 to 31 August 2016**

Must be authorized through a valid DND626 Task Authorization Form.

Services	EST. USAGE	Firm Monthly Rate	Firm Extended Rate
Building 201 - Waste Equipment: 8cu yard container with metal lid. <b>Extra pick up service per container</b>	1	\$	\$
Building 201 - Cardboard Recycle Equipment: 4 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 201 - General Recycling Equipment: 96 Gallon Totes, plastic roll carts <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - Waste Equipment: 4 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - Cardboard Recycle Equipment: 2 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - General Recycling Equipment: 6 x 96 Gallon Totes, plastic roll carts, complete with attached lids <b>Extra pick up service per container.</b>	1	\$	\$
Wood-fenced Compound (within) - Recycle - Wood Bin. Equipment: 1x20cu yard container (wood bin). (One Load is equivalent of one container as there is only one container in the wood-fenced compound.) <b>Extra pick up service per container.</b>	1	\$	\$
3.8 Wood-fenced Compound (within) - Recycle - Construction Bid. Equipment: 1x20 cu yard container (construction bin).	1	\$	\$

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W7719-135236

tor201

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W7719-135236

TOR-2-35345

<b>Haul Rate per Load (\$)</b>	1	\$	\$
<b>Disposal Cost per Load (\$)</b>	1	\$	\$
3.8 Wood-fenced Compound (within) - Recycle - Construction Bid Equipment: 1x20 cu yard container (construction bin). (One Load is equivalent of one container as there is only one container in the wood-fenced compound.)	1	\$	\$
<b>Haul Rate per Load (\$)</b>	1	\$	\$
<b>Disposal Cost per Load (\$)</b>	1	\$	\$
<b>Total</b>			

**TOTAL EVALUATED COST FOR YEAR 1 TO YEAR 3 \$** \_\_\_\_\_

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W7719-135236

tor201

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W7719-135236

TOR-2-35345

**OPTION Year 1: 1 Sept 2016 to 31 August 2017**

<b>Services</b>	<b>Total Qty per year</b>	<b>Firm Monthly Rate</b>	<b>Firm Extended Rate</b>
<b>2.1 Building 201 - Waste</b> Equipment: 2 x 8 cu yard container with metal lid. Frequency: twice per week (Tuesday/Friday)	104	\$	\$
<b>Building 201 - Cardboard Recycle</b> Equipment: 2 x 4 cu yard container with metal lid. Frequency: once per week (Wednesday)	52	\$	\$
<b>Building 201 - General Recycling</b> Equipment: 10 x 96 Gallon Totes, plastic roll carts, complete with attached lids, labeled as follows: 4 units for Fine Office Paper 1 unit for Newspaper/magazines 1 unit for Glass (bottles) 2 units for Plastic Containers 2 units for Metal cans Each Stop is for pick-up of 10 carts. Frequency: once per week (Wednesday)	52	\$	\$
<b>Building 54 - Waste</b> Equipment: 1 x 4cu yard container with metal lid. Frequency: twice per week (Tuesday/Friday)	104	\$	\$
<b>Building 54 - Cardboard Recycle</b> Equipment: 1 x 2 cu yard container with metal lid. Frequency: once per week (Wednesday)	52	\$	\$
<b>Building 54 - General Recycling</b> Equipment: 6 x 96 Gallon Totes, plastic roll carts, complete with attached lids, labeled as follows: 4 for Fine Office Paper 1 for Newspaper/magazines 1 for Glass (bottles) 2 for Plastic Containers 2 for Metal cans Each Stop is for pick-up of 10 carts. Frequency: once per week (Wednesday)	52	\$	\$
<b>Total Firm Cost</b>			\$ _____

**OPTION Year 2: 1 Sept 2017 to 31 August 2018**

<b>Services</b>	<b>Total Qty per year</b>	<b>Firm Monthly Rate</b>	<b>Firm Extended Rate</b>
<b>2.1 Building 201 - Waste</b> Equipment: 2 x 8 cu yard container with metal lid. Frequency: twice per week (Tuesday/Friday)	104	\$	\$
<b>Building 201 - Cardboard Recycle</b> Equipment: 2 x 4 cu yard container with metal lid. Frequency: once per week (Wednesday)	52	\$	\$
<b>Building 201 - General Recycling</b>	52	\$	\$



Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W7719-135236

tor201

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W7719-135236

TOR-2-35345

Equipment: 10 x 96 Gallon Totes, plastic roll carts, complete with attached lids, labeled as follows: 4 units for Fine Office Paper 1 unit for Newspaper/magazines 1 unit for Glass (bottles) 2 units for Plastic Containers 2 units for Metal cans Each Stop is for pick-up of 10 carts. Frequency: once per week (Wednesday)			
<b>Building 54 - Waste</b> Equipment: 1 x 4cu yard container with metal lid. Frequency: twice per week (Tuesday/Friday)	104	\$	\$
<b>Building 54 - Cardboard Recycle</b> Equipment: 1 x 2 cu yard container with metal lid. Frequency: once per week (Wednesday)	52	\$	\$
<b>Building 54 - General Recycling</b> Equipment: 6 x 96 Gallon Totes, plastic roll carts, complete with attached lids, labeled as follows: 4 for Fine Office Paper 1 for Newspaper/magazines 1 for Glass (bottles) 2 for Plastic Containers 2 for Metal cans Each Stop is for pick-up of 10 carts. Frequency: once per week (Wednesday)	52	\$	\$
<b>Total Firm Cost</b>		\$	\$

**OPTION Year 3: 1 Sept 2018 to 31 August 2019**

Services	Total Qty per year	Firm Monthly Rate	Firm Extended Rate
<b>2.1 Building 201 - Waste</b> Equipment: 2 x 8 cu yard container with metal lid. Frequency: twice per week (Tuesday/Friday)	104	\$	\$
<b>Building 201 - Cardboard Recycle</b> Equipment: 2 x 4 cu yard container with metal lid. Frequency: once per week (Wednesday)	52	\$	\$
<b>Building 201 - General Recycling</b> Equipment: 10 x 96 Gallon Totes, plastic roll carts, complete with attached lids, labeled as follows: 4 units for Fine Office Paper 1 unit for Newspaper/magazines 1 unit for Glass (bottles) 2 units for Plastic Containers 2 units for Metal cans Each Stop is for pick-up of 10 carts. Frequency: once per week (Wednesday)	52		
<b>Building 54 - Waste</b> Equipment: 1 x 4cu yard container with metal lid. Frequency: twice per week (Tuesday/Friday)	104	\$	\$

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W7719-135236

tor201

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W7719-135236

TOR-2-35345

<b>Building 54 - Cardboard Recycle</b> Equipment: 1 x 2 cu yard container with metal lid. Frequency: once per week (Wednesday)		\$	\$
Building 54 - General Recycling Equipment: 6 x 96 Gallon Totes, plastic roll carts, complete with attached lids, labeled as follows: 4 for Fine Office Paper 1 for Newspaper/magazines 1 for Glass (bottles) 2 for Plastic Containers 2 for Metal cans Each Stop is for pick-up of 10 carts. Frequency: once per week (Wednesday)	52	\$	\$
<b>Total Firm Cost</b>		\$	\$

**3.0 Task Authorizations: As-And-When-Required****OPTION Year 1: 1 Sept 2016 to 31 August 2017**

Must be authorized through a valid DND626 Task Authorization Form.

Services	EST. USAGE	Firm Monthly Rate	Firm Extended Rate
Building 201 - Waste Equipment: 8cu yard container with metal lid. <b>Extra pick up service per container</b>	1	\$	\$
Building 201 - Cardboard Recycle Equipment: 4 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 201 - General Recycling Equipment: 96 Gallon Totes, plastic roll carts <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - Waste Equipment: 4 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - Cardboard Recycle Equipment: 2 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - General Recycling Equipment: 6 x 96 Gallon Totes, plastic roll carts, complete with attached lids <b>Extra pick up service per container.</b>	1	\$	\$
Wood-fenced Compound (within) - Recycle - Wood Bin. Equipment: 1x20cu yard container (wood bin). (One Load is equivalent of one container as there is only one container in the wood-fenced compound.) <b>Extra pick up service per container.</b>	1	\$	\$
3.8 Wood-fenced Compound (within) - Recycle - Construction Bid. Equipment: 1x20 cu yard container (construction bin).	1	\$	\$
<b>Haul Rate per Load (\$)</b>	1	\$	\$
<b>Disposal Cost per Load (\$)</b>	1	\$	\$
3.8 Wood-fenced Compound (within) - Recycle -	1	\$	\$

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W7719-135236

tor201

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W7719-135236

TOR-2-35345

Construction Bid Equipment: 1x20 cu yard container (construction bin). (One Load is equivalent of one container as there is only one container in the wood-fenced compound.)			
<b>Haul Rate per Load (\$)</b>	1	\$	\$
<b>Disposal Cost per Load (\$)</b>	1	\$	\$
<b>Total</b>			

### 3.0 Task Authorizations: As-And-When-Required

#### OPTION Year 2: 1 Sept 2017 to 31 August 2018

Must be authorized through a valid DND626 Task Authorization Form.

Services	EST. USAGE	Firm Monthly Rate	Firm Extended Rate
Building 201 - Waste Equipment: 8cu yard container with metal lid. <b>Extra pick up service per container</b>	1	\$	\$
Building 201 - Cardboard Recycle Equipment: 4 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 201 - General Recycling Equipment: 96 Gallon Totes, plastic roll carts <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - Waste Equipment: 4 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - Cardboard Recycle Equipment: 2 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - General Recycling Equipment: 6 x 96 Gallon Totes, plastic roll carts, complete with attached lids <b>Extra pick up service per container.</b>	1	\$	\$
Wood-fenced Compound (within) - Recycle - Wood Bin. Equipment: 1x20cu yard container (wood bin). (One Load is equivalent of one container as there is only one container in the wood-fenced compound.) <b>Extra pick up service per container.</b>	1	\$	\$
3.8 Wood-fenced Compound (within) - Recycle - Construction Bid. Equipment: 1x20 cu yard container (construction bin). <b>Haul Rate per Load (\$)</b> <b>Disposal Cost per Load (\$)</b>	1 1	\$ \$	\$ \$
3.8 Wood-fenced Compound (within) - Recycle - Construction Bid Equipment: 1x20 cu yard container (construction bin). (One Load is equivalent of one container as there is only one container in the wood-fenced compound.) <b>Haul Rate per Load (\$)</b> <b>Disposal Cost per Load (\$)</b>	1 1	\$ \$	\$ \$

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W7719-135236

tor201

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W7719-135236

TOR-2-35345

<b>Total</b>			
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**3.0 Task Authorizations: As-And-When-Required****OPTION Year 3: 1 Sept 2018 to 31 August 2019**

Must be authorized through a valid DND626 Task Authorization Form.

<b>Services</b>	<b>EST. USAGE</b>	<b>Firm Monthly Rate</b>	<b>Firm Extended Rate</b>
Building 201 - Waste Equipment: 8cu yard container with metal lid. <b>Extra pick up service per container</b>	1	\$	\$
Building 201 - Cardboard Recycle Equipment: 4 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 201 - General Recycling Equipment: 96 Gallon Totes, plastic roll carts <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - Waste Equipment: 4 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - Cardboard Recycle Equipment: 2 cu yard container with metal lid. <b>Extra pick up service per container.</b>	1	\$	\$
Building 54 - General Recycling Equipment: 6 x 96 Gallon Totes, plastic roll carts, complete with attached lids <b>Extra pick up service per container.</b>	1	\$	\$
Wood-fenced Compound (within) - Recycle - Wood Bin. Equipment: 1x20cu yard container (wood bin). (One Load is equivalent of one container as there is only one container in the wood-fenced compound.) <b>Extra pick up service per container.</b>	1	\$	\$
3.8 Wood-fenced Compound (within) - Recycle - Construction Bid. Equipment: 1x20 cu yard container (construction bin). <b>Haul Rate per Load (\$)</b>	1	\$	\$
<b>Disposal Cost per Load (\$)</b>	1	\$	\$
3.8 Wood-fenced Compound (within) - Recycle - Construction Bid Equipment: 1x20 cu yard container (construction bin). (One Load is equivalent of one container as there is only one container in the wood-fenced compound.) <b>Haul Rate per Load (\$)</b>	1	\$	\$
<b>Disposal Cost per Load (\$)</b>	1	\$	\$
<b>Total</b>			

**TOTAL EVALUATED COST FOR YEAR 1 TO YEAR 3 \$ \_\_\_\_\_**

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## ANNEX C

### INSURANCE REQUIREMENTS

#### 1. 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 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.

## 2. Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
2. 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.
3. The Contractors Pollution Liability policy must include the following:

Solicitation No. - N° de l'invitation

W7719-135236

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

W7719-135236

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35345

Buyer ID - Id de l'acheteur

tor201

CCC No./N° CCC - FMS No/ N° VME

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- 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: 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.
  - d. 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.

Solicitation No. - N° de l'invitation

W7719-135236

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

W7719-135236

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35345

Buyer ID - Id de l'acheteur

tor201

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX D**

**DND 626 TASK AUTHORIZATION FORM**

The document is attached separately.