



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet Waste Removal CFB NorthBay	
Solicitation No. - N° de l'invitation W0135-161810/B	Date 2016-08-03
Client Reference No. - N° de référence du client W0135-16-1810	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-900-6966	
File No. - N° de dossier KIN-5-44244 (900)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-09-13	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Emmons, Chris	Buyer Id - Id de l'acheteur kin900
Telephone No. - N° de téléphone (613) 484-2136 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 15 MANSTON CRESCENT LPO SECTION HORNELL HEIGHTS Ontario POH1PO Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Insurance Requirements and the DND 626 Task Authorization Form.

1.2 Summary

1.2.1 The Department of National Defence (DND), 22 Wing North Bay, North Bay Ontario has a requirement for Waste and Recycling removal and disposal as outlined in Annex A, Statement of Work, attached herein. The period of the contract is 2 years from date of award with the option of one year extension.

1.2.2 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 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.

2.3 Former Public Servant

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

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

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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 FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 (ten) 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

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the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held 10 am on 10 August 2016; site visit will be at 9 Manston Cr, Hornell Heights, in the Construction Engineering conference room

Bidders must communicate with the Contracting Authority no later than 9 August 2016 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

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.

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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

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If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

(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.

4.1.1 Technical Evaluation

Bidders must have experience providing bulk 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 at least one year
- Service includes for both bulk and recycling operations

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

a) Bidders must provide firm unit prices, in Canadian dollars, for all areas in the Basis of Payment detailed in Annex "B".

4.1.2.2 Evaluation of Price

The price used in the evaluation will be the aggregate cost of all the services for the firm periods. This price will be calculated by multiplying the unit prices by the firm and estimated usages 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

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.1.2 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.

6.1.2.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex E.
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_(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within five (5) 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.

6.1.2.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$6,215.00 Applicable Taxes included, inclusive of any revisions.

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

6.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10% of the Contract value

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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 period: date of award to December 31;

2nd period: January 1 to March 31;

3rd period: April 1 to June 30;

4th period: July 1 to September 30

The data must be submitted to the Contracting Authority no later than 10 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.

6.1.2.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Technical Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

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

6.2.1 General Conditions

2035 (2016-04-04) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of award to 30 September, 2018.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by an additional one (1) 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 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chris Emmons
Title: Senior Supply Officer

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Public Services and Procurement Canada
Acquisitions Branch
Directorate: Acquisitions Kingston
86 Clarence Street, 2nd Floor
Kingston, Ontario K7L 1X3

Telephone: 613-545-8083
Facsimile: 613-545-8067
E-mail address: chris.emmons@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.

6.5.2 Technical Authority

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

6.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone : _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be

reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment – Limitation of Expenditure – Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex "B", to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations

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 included at Contract Award). Customs duties are included and Applicable Taxes are extra.

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.

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.

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

6.7.3 Single Payment

SACC Manual Clause **H1000C** (2008-05-12), Single Payment

6.7.4 Time Verification

SACC Manual clause C0711C (2008-05-12) Time Verification

6.8 Invoicing Instructions

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

1. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
2. Invoices must be distributed as follows:

Solicitation No. - N° de l'invitation
W0135-161810/A
Client Ref. No. - N° de réf. du client
W0135-16-1810

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44244

Buyer ID - Id de l'acheteur
KIN900
CCC No./N° CCC - FMS No./N° VME

a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Invoicing Section
22 Wing North Bay
9 Manston Crescent
Hornell Heights, Ontario
P0H 1P0

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

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035_(2016-04-04), General Conditions - Services (Higher Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Insurance Requirements;
- (f) the Contractor's bid dated _____ (insert date of bid)

ANNEX "A" STATEMENT OF WORK

PART 1- GENERAL INSTRUCTIONS

1.1 DESCRIPTION OF WORK

The Contractor must supply all labour, material and equipment for waste and recycling collection and disposal at 22 Wing North Bay, Hornell Heights, Ontario, as detailed in this specification.

1.2 SITE ACCESS

Upon entering the Base, the Contractor will voluntarily consent to a search of their vehicle and its contents if requested while on any part of 22 Wing North Bay and said military establishments, by the Base Commander or person designated by him. The purpose of any search conducted is to ensure the security of 22 Wing North Bay and said military establishments, and/or material or classified information belonging to the Canadian Armed Forces.

1.3 PRE-COMMENCEMENT MEETING

Prior to the in service date of the Contract, the Contractor must attend a pre-commencement meeting, arranged by the Technical Authority, within 5 to 7 calendar days of contract award

1.4 PROVISION FOR TRAFFIC

The Contractor must at all times carry on the work in a manner that will create the least interference with traffic consistent with the performance of the work.

Where shutdown of the traffic flow is necessary in order to complete the work, the Contractor (in conjunction with the Technical Authority) will establish, provide and sign detours as required to safely move the traffic.

1.5 CALL BACK SERVICE

The Contractor must provide a maximum of twenty four (24) hour on site response time for a service call.

1.6 Waste and Recycling Removal

Pickups of waste/recycling must be carried out between the hours of 0600 hrs to 1600 hrs, Monday to Friday inclusive. No collection will be permitted outside these hours, or on holidays observed by Department of National Defence unless specifically permitted by the Technical Authority.

.The following days are be observed as designated holidays:

- .a New Years Day
- .b Good Friday
- .c Easter Monday
- .d Victoria Day
- .e Canada Day
- .f Labour Day
- .g Thanksgiving Day
- .h Remembrance Day
- .i Christmas Day
- .j Boxing Day.

.k Civic Holiday – 1st Monday in Aug

All pickups which fall on a designated holiday must be made the day before or after the holiday at the discretion of the Technical Authority. Family Day (3rd Monday in February) is not a holiday observed by DND so the Contractor must provide service on Family Day at no additional charge. If for any reason, the Contractor is unable to pick up garbage or waste recycling on schedule or he encounters difficulties at pick up points e.g., cars/trucks parked in front of containers, etc., he must inform the Technical Authority of his problem.

Part 2 - MATERIALS AND EQUIPMENT

2.1 Waste and Recycling Collection and Disposal

The Contractor must supply all labour, material, equipment and transportation necessary for the pick-up and disposal of waste and recyclable waste. Pick up of waste must be in accordance with the schedule at Annex A-1. Pick up of recyclable waste must be in accordance with the schedule at Annex A-2. The building occupants and or the janitorial contractor will transport the building waste and recycling to the Contractor's outdoor collection containers. The positioning of containers at their various locations must be no closer than 5 metres to any building other than those designated by the Technical Authority. Users of the Waste Management System will not be required to lift more than 27 kilograms or exceed a height of 48 inches to deposit waste into the bottom of the opening of any outdoor waste collection container. The Waste Management Contractor will dispose of waste that is contained in any type of plastic bags or that is not bagged at all. Garbage or garbage spilled while loading or in transit must be immediately cleaned up by the Contractor. The Contractor must not transport any waste that was not generated at 22 Wing North Bay onto Base property.

Occasionally there will be large increases in the waste volumes generated by 22 Wing North Bay that may overload the waste management system. The waste management system provided by the Contractor must be able to accommodate the volume of waste during at least 90% of the Contract period. During the 10% of the Contract period that the Contractor's Waste Management Service cannot accommodate the waste volume, any overload of waste material that the Contractor could not pick up when scheduled or requested must be removed within 24 hours.

2.2 NON-ACCEPTABLE WASTE

Solid and liquid wastes which are not included in this Contract are: hazardous materials, spent ammunition and packaging, nuclear, medical, biological and human waste. Should the Contractor encounter waste that has been contaminated with hazardous, nuclear, medical, or biological material the Contractor shall immediately isolate the waste and contact the Technical Authority to determine a resolution to the situation.

Special spring and fall collection of large waste items in addition to the scheduled waste collection will not be required in this Contract.

2.3 PRODUCTS/EQUIPMENT

The Contractor must employ the use of top-loading curb side pick-up vehicles, and front/rear unloading vehicles only. The contractor is responsible for maintaining pick-up vehicles in a clean roadworthy condition at all times. Repairs and all other operating costs of the equipment including gasoline, licensing, insurance, washing, storage, etc., are the contractor's responsibility. Vehicles with leaking hydraulic equipment may be denied access to the Base at the discretion of the Technical Authority. Vehicles must be road worthy and meet all safety requirements.

Vehicles used for disposal services must be compatible with containers supplied, or capable of servicing 20 and 40 cubic yard containers as and when requested.

Vehicles must be equipped with strobe lights, back-up camera, back up beeper and weigh scale.

2.4 WASTE AND RECYCLING CONTAINERS

The Contractor must supply, and place outdoor bins and can-carts as indicated in Annex A-1 and A-2. All containers must have plastic top doors and the 8 cubic yard containers must also have side doors. 20 and 40 cubic yard containers will be provided on an as and when requested basis when authorized by the Technical Authority. All containers must be marked in bold print for end item and usage to avoid consumer confusion. All recycling bins will have signs installed that identify the acceptable recyclable items

All bulk containers and recycling containers (bins and can-carts) provided by the Contractor must be less than 5 years old at the beginning of the contract and kept in a good state of repair. The Contractor is responsible for washing and disinfecting containers as required, to maintain adequate sanitary standards. This procedure is to be done off 22 Wing premises.

2.5 Recycling Streams - As per Annex A-2

There are currently collection containers for 1 stream of recycling in the buildings. If the recycling in an outdoor collection bin is contaminated by more than ____% of products that do not belong in that recycling stream, it must be disposed as non-recyclable waste. The contractor must inform the Technical Authority when and where this occurs.

The types of recyclable material to be removed from the described locations (see Annex A-2) are:

- a fine paper;
- b cans/Polyethylene (PET) bottles;
- c clear glass;
- d coloured glass;
- e newsprint;
- f old corrugated cardboard (OCC);
- g wood;
- h telephone books
- i box board

Fine paper includes, but may not necessarily be limited to, the following:

- a white paper;
- b coloured paper;
- c envelopes including manilla;
- d photocopier paper wrapping; file folders
- e post-it notes;
- f glossy facsimile paper; and
- g shredded paper.

Cans and PET bottles, clear glass and coloured glass will be co-mingled in the same container. Newsprint must be collected either in the same container as fine paper or in a similar, separate container.

OCC must be collected in sturdy metal dumpsters placed specifically for its collection. Bins must be equipped with plastic lids.

2.6 TEMPORARY WASTE COLLECTION POINTS

The Contractor shall temporarily collect waste from additional locations not included in Annex A-1 only when authorized in writing by the Technical Authority. The intent is to satisfy seasonal or special waste management requirements due to training or special events, at on and off of DND property in the local area as stated in the pricing basis.

2.7 ADDITIONAL WASTE COLLECTION POINTS

There is a requirement for additional permanent waste collection points (WCP) throughout the term of the contract. Additional WCP will consist of up to three waste and recycling streams. Container size and stream will be identified by the TA and to be delivered within 30 days of the authorization by the Technical Authority.

2.8 RECORDING BY CONTRACTOR

- 1) Upon award the contractor must identify the pick-up day for each material (except wood), in writing, to the TA for each location
- 2) Provide written reports regarding the rejection of bins for pick-up due to contamination or any other circumstances. The reports must detail the location, reason for rejection, and the date that the bin was rejected for pick-up. These reports must be submitted in a timely manner to the SA so that a follow-up investigation of the report can be done prior to removal of the container by means other than recycling pick-up.
- 3) Provide a monthly written report by the 10th day of the following month to the TA. This report must detail the month and the weights (tonnes) of each of the materials that was collected for recycling.
- 4) The type(s) of materials removed and their weight(s) will be included in the regular monthly report as a separate category. These pick-ups will be referred to as Special Collections.

2.9 TRANSITION PLAN

- 1) At no time during the period of the Contract (including the transition period) shall there be a disruption in the collection of waste and recycling.
- 2) The Contractor will remove its waste collection equipment at the end of the Contract and cooperate fully in order to facilitate a smooth transition to the next Solid Waste Disposal service contract.

ANNEX A-1 and A-2 indicates:

- 1 the pick-up locations at 22 Wing North Bay;
- 2 the types of materials to be removed from each location; and
- 3 the frequency of the pick-up from these locations.

***SEASONAL PICKUP DEFINED FROM October 1ST TO SEPTEMBER 30**

ANNEX A-1 a)

GARBAGE PICK UP SCHEDULE – ONE DAY PER WEEK

Civic Address	Bldg #	Location	SIZE YARDS	QTY	MO N	TUE	WE D	THUR	FRI
799 Carmichael Dr	B-100	Wing Band	2	1					X
9 Manston Cr	B-4	Const. Engineering	6	1					X
14 Uxbridge Dr	B-7A & B7	*Staging Area	6	1					X
95 Manston Cr	B-10	Base Hospital	4	1					X
15 Manston Cr	B-15	Wing Supply	6	1					X
33 Manston Cr	B-33 & B135	Museum - WASF	6	1					X
5 & 7 Manston Cr	B16 & B45	Transport - CE #2	6	1					X
1660 Airport Rd	B-57 & B140	Auto/Wood Hobby Clubs	6	1					X
64 Uxbridge Dr	B-64	*Staging Area	2	1					
19 Market St	B139/B95/B18	Community Centre	4	2					X

ANNEX A-1 b) GARBAGE PICK UP SCHEDULE – TWO DAYS PER WEEK

Civic Address	Bldg #	Location	SIZE YARDS	QTY	MO N	TUE S	WE D	THUR S	FRI
17 Duxford Rd	B-14	Mess Hall	6	1	X		X		
29 Duxford Rd	B-23	Rec Hall	6	1	X		X		
15 Uxbridge Rd	B-127	*Staging area	6	2	X		X		
16 Duxford Rd	B-11	OR Quarters/CFH A	6	1	X		X		

ANNEX A-1 C) GARBAGE PICK UP SCHEDULE – EMPTY ON AN AS REQUESTED BASIS (ON CALL)

Civic Address	Bldg #	Location	SIZE YARDS	QTY	MO N	TUE S	WE D	THUR S	FRI
3635 Trout Lk Rd	B-78 (seasonal)	Water Sports Club	1						
101A Stanmore Dr	B2 (seasonal)	Range	2	1					
799 Carmichael Dr	B-100	Wing Band	2	1					
9 Manston Cr	B-4	saw dust bin	2	1					
1680 Airport Rd	B-140	saw dust bin	6	1					
120 Stanmore Dr	R&G's comp.	Construction waste	20	1					
15 Manston Cr	B-15	wood products	20	20					
16 Guelph	B115(seasonal)	Ball Diamond	2	1					
64 Uxbridge Dr	B64	*Staging area	2						

ANNEX A-2 RECYCLING PICK UP SCHEDULE

UNIT or Bldg Name	Civic Address	Bldg #	A-2 a) Carts (DND owned\			A-2 b) Bins		
			Paper	Cans, Glass Plastic	PickUp Frea	Cardboard vds	auantiTI	Freq.
Ratheon	1540 Airport Rd	8109	x	x	weekly	6	1	on call
Wing Band	799 Carmichael Rd	8100	x	x	weekly			
Mess Hall	17 Duxford Rd	814	x	x	weekly	6	1	weekly
Rec Centre	29 Duxford Rd	823	x	x	weekly	4	1	weekly
Transport	5 Manston Cr	816	x	x	weekly			
CE #2	7 Manston Cr	B45	x	x	weekly	6	1	on call
Const. Eng.	9 Manston Cr	B4	x	x	weekly	6	1	on call
MP Guard House	120 Stanmore Dr	B134	x	x	weekly	4	1	on call
Wing Supply	15 Manston Cr	B15	x	x	weekly	6	2	on call
Community	19 Market St	B135	x	x	weekly	4	1	on call
Barrack/CFHA	16 Duxford Rd	811	x	x	weekly	4	1	on call
Hospital	95 Manston Cr	810	x	x	weekly	6	1	on call
Church	29 Sterling Ave	B18	x	x	weekly			
MFRC	39 Sterling Ave	B95	x	x	weekly			
Museum	33 Manston Cr	B33	x	x	weekly	6	1	on call
**Ball Diamond	16 Guelph	B115		x	weekly			

* B127/7A/7/64 carts/bins for these bldgs will be brought out of GRA area by DND personnel to Staging Area

*DLP	15 Uxbridge Dr	B127	x	x	weekly	6	1	on call
*MP HQ	64 Uxbridge Dr	B64	x	x	weekly	4	1	on call
"Wing	14 Uxbridge Dr	87A	x	x	weekly	6	1	on call

ANNEX “B” BASIS OF PAYMENT

Note: Text in italics is included for evaluation purposes only for the “as and when requested” services and will not form part of the Annex B, Basis of Payment included in any resulting contract. For bidding purposes Bidder’s must use the current City of North Bay Tipping/Landfill rate for calculating the Tipping/Landfill fee for all two years of pricing.

Charges for service rendered will be calculated in accordance with the following firm unit prices (except as noted *), in Canadian Funds, HST/GST extra as applicable:

Pricing Periods:

Year 1: 1 October 2016 to 30 September 2017

Year 2: 1 October 2016 to 30 September 2018

Option Year: 1 October 2016 to 30 September 2019

1.1 Bulk Removal and Disposal of Garbage

To supply all labour, equipment, material and transportation required for bulk removal and disposal of garbage in accordance with Annex A. This does not include tipping fees which will be charged separately at the Contractor’s cost from the landfill facility.

1.1.1 Firm Monthly Requirement for locations scheduled as weekly and twice weekly pick-ups at **Annex A-1, (a) and (b)**. Usage 12 months per pricing period.

Schedule	Year 1 Monthly Rate	Year 2 Monthly Rate	Option Year Monthly Rate
Annex A-1 (a) Weekly	\$ _____		\$ _____
Annex A-1 (b) Twice Weekly	\$ _____		\$ _____

1.1.2 **As and When Requested Services** – including but not limited to locations identified as “on call” or “as and when requested” at Annex A-1 (c).

a) Lifts authorized for containers already on site:

	Size	Est Usage per pricing period	Year 1 Price per lift	Year 2 Price per lift	Option Year Price per lift
i)	2 cu. Yd	102	\$ _____	\$ _____	\$ _____
ii)	4 cu. Yd	12	\$ _____	\$ _____	\$ _____
iii)	6 cu. Yd	12	\$ _____	\$ _____	\$ _____
iv)	20 cu. Yd	12	\$ _____	\$ _____	\$ _____

b) Additional containers:

	Size	Est Usage	Year 1 Monthly Price Per Container	Year 2 Monthly Price Per Container	Option Year Monthly Price Per Container
i)	2 cu. yd	1	\$ _____	\$ _____	\$ _____
ii)	4 cu. yd	2	\$ _____	\$ _____	\$ _____
iii)	6 cu. yd	2	\$ _____	\$ _____	\$ _____
iv)	20 cu. yd	2	\$ _____	\$ _____	\$ _____
v)	40 cu. yd	2	\$ _____	\$ _____	\$ _____

c) Relocation of containers \$ _____ per hour. (Estimated 4 hours annually)

1.1.3 Tipping Fees

Est Usage per pricing period	Year 1 Price per Metric Tonne	Year 2 Monthly Price Per Container	Option Year Monthly Price Per Container
\$13,141.88			

***Tipping (Landfill)** fees are based on the current rate of \$ _____ / per metric tonne, established by the City of North Bay or the disposal facility used by the Contractor. Fees are subject to change to reflect increase/decrease imposed by the City of North Bay or the disposal facility used by the Contractor. The Contractor must provide proof of change if requested by the Project Authority.

1.2 Waste Recycling

To supply all labour, material, equipment and transportation required for the pick-up and disposal of recyclable waste in accordance with Annex A.

1.2.1 Firm Monthly Requirement – for pick-up of paper, cans, glass and plastic for locations in DND owned Carts scheduled as weekly pick-ups at Annex A-2 (a)

	Schedule	Type	Year 1 Monthly Rate	Year 2 Monthly Rate	Option Year Monthly Rate
i)	Annex A-2 (a) Weekly	Carts DND owned – paper, cans, glass and plastic	\$ _____	\$ _____	\$ _____
ii)	Annex A-2 (b) Weekly	Cardboard bins	\$ _____	\$ _____	\$ _____

1.2.2 As and When Requested Services – including but not limited to pick-up of bins for cardboard for locations identified as “on call” at Annex A-2 (b)

a) Pick-up of cardboard from bins already on site.

	Bins for Cardboard – Size	Est. Usage per Pricing Period	Year 1 Monthly Rate per bin	Year 1 Monthly Rate per bin	Option Year Monthly Rate per bin
i)	4 cu. yd	72	\$ _____	\$ _____	\$ _____
ii)	6 cu. yd	168	\$ _____	\$ _____	\$ _____

b) Additional bins for cardboard

	Bins for Cardboard – Size	Est. Usage per Pricing Period	Year 1 Monthly Rate per bin	Year 1 Monthly Rate per bin	Option Year Monthly Rate per bin
i)	4 cu. yd	72	\$ _____	\$ _____	\$ _____
ii)	6 cu. yd	168	\$ _____	\$ _____	\$ _____

b) Relocation of cardboard bins

\$ _____ per hour (Est. 4 Hours per pricing period)

c) Purchase price for 16.56 cubic feet recycling carts complete with lids and wheels.

\$ _____ each (Est. 3 per pricing period)

1.2.3 Revenue credited to 22 Wing from sale of recyclables

.1 Contractor to provide DND a credit for the sale of recyclables collected from the Base during the previous month.

.2 Value of credit is equal to the sum of commodity sale prices less 10%. Commodity sale prices are fixed using the monthly average market price received at point of sale.

.3 Contractor must make available the commodity sale price when requested by the Technical Authority.

.4 Invoicing must include the monthly average commodity price and the amount of rebate.

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Buyer ID - Id de l'acheteur
KIN900
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "D" INSURANCE REQUIREMENTS

SACC Manual Clause G2001C – Commercial General Liability Insurance (2014-06-26)

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.

-
- i. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. 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.

SACC Manual Clause G2020C - Automobile Liability Insurance (2014-03-01)

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes

-
- c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

SACC Manual Clause G2040C – Environmental Impairment Liability Insurance (2014-06-26)

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 insurance 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 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.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. 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.

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

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Client Ref. No. - N° de réf. du client
W0135-16-1810

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44244

Buyer ID - Id de l'acheteur
KIN900
CCC No./N° CCC - FMS No./N° VME

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.

Solicitation No. - N° de l'invitation
W0135-161810/A
Client Ref. No. - N° de réf. du client
W0135-16-1810

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44244

Buyer ID - Id de l'acheteur
KIN900
CCC No./N° CCC - FMS No./N° VME

ANNEX "E" DND 626 TASK AUTHORIZATION FORM

(Will provide at time of Contract Award)