



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**John Cabot Building**  
**10 Barters Hill, P.O. Box 4600**  
**St. John's**  
**Newfoundland and Labrador**  
**A1C 5T2**  
**Bid Fax: (709) 772-4603**

**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**

<b>Title - Sujet</b> Garbage Removal - Gander, NL	
<b>Solicitation No. - N° de l'invitation</b> W6837-165426/A	<b>Date</b> 2016-08-12
<b>Client Reference No. - N° de référence du client</b> W6837-165426	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWD-013-6672	
<b>File No. - N° de dossier</b> PWD-6-39029 (013)	<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 2016-08-30</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Daylight Saving Time NDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Howell, Amanda	<b>Buyer Id - Id de l'acheteur</b> pwd013
<b>Telephone No. - N° de téléphone</b> (709) 772-4997 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE RP Ops Gander P.O. Box 6000 Gander NL A1V 1X1 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**

PWGSC/TPSGC-Nfld Region/Real Property  
John Cabot Building  
10 Barters Hill, P.O. Box 4600  
St. John's  
Newfoundl  
A1C 5T2

<b>Delivery Required - Livraison exigée</b> See Herein	<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>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Work**

Public Works & Government Services Canada has a requirement Garbage Removal for DND, 9 Wing Gander, NL. The work of this Contract comprises the supply of all labour, material and equipment to provide and service bulk and roll on garbage containers as well as the furnishing of all labour, materials and equipment necessary to carry out the removal and disposal of garbage and/or rubbish, including tipping fees at 9 Wing, CFB Gander, NL.

The term for this Contract is for two (2) years from the date of award.

### **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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted 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 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.

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"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.

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## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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

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

### **3.1 Bid Preparation Instructions**

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

- Section I: Technical Bid (one hard copy)
- Section II: Financial Bid (one hard copy)
- Section III: Certifications (one hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 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.

#### **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**

##### **4.1.1.1 Mandatory Technical Criteria**

Supplier must be able to provide the services listed in Annex "A" Requirement.

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price

### **4.2 Basis of Selection**

*SACC Manual* Clause [A0069T](#) (2007-05-25), Basis of Selection

## **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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

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

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

#### **6.3.1 General Conditions**

[2010C](#) (2015-07-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the contract is two (2) years from the date of award.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Amanda Howell  
A/Contracting Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Real Property Contracting  
P.O. Box 4600  
St. John's, NL A1C 5T2

Telephone: (709)772-4997  
Facsimile: (709)772-4603  
E-mail address: Amanda.howell@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.

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### 6.5.2 Project Authority (to be completed by PWGSC upon award)

The Project Authority for the Contract is:

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative (to be completed by Contractor)

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B", Basis of Payment. 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.

### 6.7.2 Method of Payment

SACC Manual clause [H1008C](#) (2008-05-12), Monthly Payment

### 6.7.3 SACC Manual Clauses

SACC *Manual* clause A9117C (2007-11-30), T1204-Direct Request by Customer Department

## 6.8 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 has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.
2. The Contractor must distribute the invoices and reports as follows:  
The original and one (1) copy of the invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 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 Newfoundland and Labrador.

## 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 2010C (2015-07-03), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

## 6.12 SACC *Manual* Clauses

SACC *Manual* clause A9068C (2010-01-11), Site Regulations  
SACC *Manual* clause G1005C (2016-01-28), Insurance – No specific requirement

## 6.13 Tipping Fees

Notwithstanding the terms and conditions expressed herein, if an increase or decrease in "Tipping Fees" is announced by the authority having jurisdiction after the date and time set for tender closing, the contract amount shall be increased or decreased by an amount equal to the increase or decrease in cost incurred by the Contractor. Increase will be allowed provided the contractor supplies a letter verifying the increase/decrease to the Contracting Authority (PWGSC).

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**ANNEX "A"**

**STATEMENT OF WORK**

**(11 pages, as attached)**

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DEPARTMENT OF NATIONAL DEFENCE

SPECIFICATION

SERVICE - BULK REMOVAL

AND

DISPOSAL OF REFUSE

9 WING GANDER

GANDER, NEWFOUNDLAND

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Section 01005

Part 1 – General Instruction

1. General Conditions All documents listed in the Tender shall apply and govern all phases of the work hereinafter specified.
2. Description of Work The Contractor shall supply all labour, material and equipment to provide and service bulk and roll on garbage containers at 9 Wing Gander, NL as detailed in this Specification.
3. Work Included The work included in this Service Agreement is detailed in Section 02000.
4. Location of Site 9 Wing Gander is located two (2) kilometres from the Town of Gander.
5. Standards
  1. Where reference is made to standards, these standards shall be considered an integral part thereof and shall be read in conjunction with the drawings (if any) and Specification as if they were reproduced herein. The contractor shall, therefore, be fully familiar with their contents and requirements. The latest editions of all standards shall be applicable unless a specifically dated edition is mentioned.
  2. When reference is made to certain drawings, catalogues or similar related data as published by equipment suppliers, the Contractor shall be solely responsible for obtaining these from the described sources.
6. Use of Premises The Contractor shall confine his base operation, storage of materials and operation of his workmen to limits indicated by Base Regulations or direction of the Engineer and shall not unreasonably encumber the site.
7. Damage to Existing Facilities The Contractor shall take all necessary precautions to protect and prevent damage to any structure and to all surrounding property and installations. Damage caused by the Contractor shall be made good by him without undue delay.
8. Service Site Authority The Engineering Officer, hereinafter referred to as Eng O, is located at Building 125, Contract Section, and phone # - (709) 256-1703 ext.1434.
9. Site Visit Before submitting a Tender, the Contractor may visit the site of the project and acquaint himself with all ascertainable conditions that may affect his work and may consult the Engineering Officer regarding services available.
10. Safety Standards Contractors working within the confines of military establishments controlled by 9 Wing Gander, NL shall abide by the Safety Standards applicable to their business as required by the statues/rules of the Province of NL.

11. Workmanship
1. All work shall be carried out by experienced tradesmen that must be licensed where licensing is available. The Occupational Health and Safety Act for the Province of NL shall be adhered to.
  2. Workmanship to be of a uniform high quality and in accordance with standard practice. All work to be completed to the satisfaction and approval of the Engineering Officer.
12. Clean Up
- On completion of work the Contractor shall remove all his equipment and debris and leave the work site in a clean and tidy condition.
13. Site Access
1. To gain entry to 9 Wing Gander and military establishments controlled by 9 Wing Gander, the Contractor may be required to obtain a pass as a condition of entry. On refusal to obtain a pass, the Contractor will not be allowed to bring his vehicle into 9 Wing Gander or military establishments controlled by 9 Wing Gander
  2. On obtaining a pass, the Contractor has voluntarily consented to a search of his vehicle and its contents upon entering, exiting and while on any part of 9 Wing Gander and said military establishments, by the Base Commander or person designated by him.
  3. The purpose of any search conducted is to ensure the security of 9 Wing Gander and said military establishments, and/or material or classified information belonging to the Canadian Armed Forces.
14. Period of Agreement
- This contract shall be for a period of two (2) years from date awarded.

Section 02000

Part 2 – General Instruction

1. General

Section 01005 of this Specification shall apply to and govern all phases of work hereinafter specified.

2. Work Included

1. The work in this Section comprises the furnishing of all labour, materials and equipment necessary to carry out the removal and disposal of garbage and/or rubbish at 9 Wing Gander, NL as follows:

- a. Collection of garbage and/or rubbish at points specified in annex "A"
- b. If, for any reason, the Contractor is unable to pick up garbage on schedule or he encounters difficulties at pick up points, e.g. cars/trucks parked in front of containers, he shall inform the Engineering Officer of the problem.
- c. The Contractor is responsible for washing and disinfecting containers as required, to maintain adequate sanitary standards acceptable to Base Contract Inspectors.
- d. All containers shall be repainted annually and shall be clearly marked - "No Parking Within 4 Feet of Either End of This Container".
- e. All metal bulk containers shall be kept in a good state of repair.
- f. The Contractor shall be responsible for maintaining the 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 equipment such as hydraulics, glycol, or motive fuel shall be denied access to the Base.

3. Work Not Included

Control of the dump, including the burning of refuse, tidiness and sanitation of the dump.

4. Materials and Equipment

1. The equipment necessary for this Service Agreement shall consist of a container pick up service. Containers to be of four (4) and six (6) and (8) cubic yard capacity as detailed in Annex A, attached and shall be supplied by the Contractor. The

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containers shall be fitted with spring loaded top doors and the six (6) and (8) yard containers will have side doors. Casters shall be placed on those containers designated by the Wing Construction Engineering Officer. From time to time, 20, and 30 cubic yard containers may be required.

2. Contractor to have 2 vehicles available to be used for disposal services and both shall be Packmaster units or equivalent, compatible with containers supplied.

5. Method of Work

1. The Contractor shall dispose of all garbage and refuse at the Central Newfoundland Waste Disposal Site in Norris Arm North, in an area designated by the Landfill Supervisor.
2. Pick ups or garbage collections shall be carried out between 0800 hours and 1630 hours Monday to Friday, inclusive. No collection will be permitted outside these hours, or on holidays observed by the Department of National Defence unless specifically permitted by the Wing Construction Engineering Officer.
3. The following days may be observed as designated holidays:
  - a. New Years Day
  - b. Good Friday
  - c. Easter Monday
  - d. Queen's Birthday
  - e. Canada Day
  - f. Labour Day
  - g. Thanksgiving Day
  - h. Remembrance Day
  - i. Christmas Day
  - j. Boxing Day
  - k. Civic Holiday
4. All pick ups which fall on a designated holiday shall be made the day before or after the holiday.

6. Regulations and By-Laws

Work shall be performed in accordance with federal, provincial and municipal regulations and by-laws, and the Contractor shall be responsible for any changes imposed by such regulations and by-laws.

7. Protection and Liability

The Contractor shall comply with all Standing Orders or other regulations pertaining to the safety of persons or the protection of property.

8. Spilled Refuse

Garbage or refuse spilled while loading or unloading shall be cleaned up by the Contractor.

9. Contractor to Make Examination Contractor shall make his own examination, investigation and research regarding the proper method of doing work, all conditions affecting the work to be done, the labour, equipment, sites, facilities and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that he has satisfied himself by his own investigation and research regarding all such conditions and that his conclusion to enter into the proposed Service Agreement is based upon such investigation and research, and that he shall make no claims against the Crown because of any of the estimates, statements or interpretations made by an Officer or the Crown which may prove to be in any respect erroneous.
10. Undesirable Employee In the event that any person employed by the Sanitary Contractor in connection with work arising out of the Service Agreement gives, in the opinion of the Engineering Officer, just cause for complaint, the Contractor, upon notification by the Engineering Officer in writing, shall not permit such person to continue in any work arising out of this agreement.
11. Sanitary Landfill Site The Sanitary Contractor, when disposing of garbage at the Central Newfoundland Waste Disposal Site in Norris Arm North, shall comply with the instructions of the Sanitary Landfill Operator.
12. Positioning of Containers The position of containers at their various locations shall be no closer than 4.5 meters to any building other than those designated by the Service Site Authority.

Section 01562

Safety Requirements

1. Safety Requirements
  1. The Contractor shall observe and enforce all construction safety measures required by the Canada Labour Code, National Building Code of Canada, National Plumbing Code of Canada, Electrical Code and Provincial and Municipal statutes and authorities.
  2. The Contractor shall acknowledge and accept responsibility for compliance with all appropriate provincial and federal health and safety regulatory instruments. Including, but not limited to; 9 Wing General Safety Orders, Canada Labour Code Part II and Canadian Occupational Health and Safety (COHS) Regulations, Province of Newfoundland and Labrador Occupational Health and Safety Act and Regulations, Department of National Defence General Safety Standards, DND General Safety Policy and Program, and DND General Safety Precautions. In the event that differences or conflicts arise between legislation, regulations or safety standards that apply to the work being completed, the more stringent will be applied and enforced.
  3. As a minimum, the Contractor's personnel and agents shall wear approved and certified hard hats, safety boots and a reflective safety vest. Depending on the work involved, the contractor's personnel and agents shall supply and use other protective equipment/clothes such as gloves, eye protection, hearing protection, respirators, and fall protection equipment. The Contractor's on-site representative and employees shall be trained in the use of personal protective equipment.
  4. Contractors (and their sub-contractors) shall provide proof of Worker's Compensation Board Coverage for all their personnel to the contract manager.
  5. The Contractor shall implement and carry out a site specific health and safety hazard assessment as part of the Work. The hazard assessment is to be **made in writing** and submitted to the WGSO for review. The Contractor shall inform all persons granted access to the work area of all known or foreseeable hazards that may be encountered on the work area.
  6. DND reserves the right to approve the use of sub-contractors on a work site.

7. Government-owned equipment, devices, tools and machinery, including Personal Protective Equipment (PPE) shall not be provided to contractors.
8. Contractors will attend and conduct safety meetings for the purpose of informing all concerned of health and safety hazards at the work site.
9. DND has the authority to stop work on the contract if it is their opinion that the contractor is not performing the work safely, or the work is being performed in a manner that is contrary to the requirements of the applicable safety legislation.
10. In the event of an incident or an accident while on DND property, the Contractor shall immediately contact the Safety Representative for the site, who will in turn contact the Wing General Safety Officer at (709) 256-1703 Ext 1265. An investigation shall commence and a DND 663 General Safety Hazardous Occurrence investigation Report shall be completed and forwarded to the Wing General Safety Office **without delay**.
11. Fire Safety Requirement. Comply with requirements of 9 Wing fire Safety Regulations and Orders and Precautions for Civilian Contractors as issued by the Base Fire Chief.
12. Smoking is not permitted in DND buildings. Smoking is permitted in designated smoking areas only while on DND property.

Section 02500

Environmental Protection

1. Environmental Protection
  1. While on DND owned or leased property, each contractor shall ensure compliance with all applicable Federal, Provincial, Municipal legislation and associated regulations. This includes, but is not limited to, the latest editions of the Canadian Environmental Protection Act, 1999 (CEPA, 1999), Fisheries Act, Federal Halocarbon Regulations (1999), Ozone Depleting Substances Regulations (1998), Canadian Environmental Assessment Act (CEAA), Transportation of Dangerous Goods Act, 1992 (TDGA, 1992), National Fire Code of Canada, National Building and Plumbing Codes, Canadian Electrical Code and be in compliance with WHMIS Regulations. Additionally the contractor shall comply with all 9 Wing Gander, 1 Canadian Air Division and/or National Defence Headquarters policies, guidelines and directives. If there is a confusion, overlap, or duplication the most stringent regulation, policy or guideline shall apply.
  2. ALL SPILLS (petroleum products, hazmat and/or halocarbons) regardless of their quantity or source shall be immediately reported to the Commissionaires at (709)256-1703 extension 1725.
  3. In the event of a spill or leak of any Hazardous material, the contractor shall immediately respond with adequate resources as deemed appropriate by Wing specialists such as Environment Officer, Hazmat Officer, or Safety Officer (or designated alternates). All clean-up, restoration and rehabilitation shall be conducted in accordance with Section 1.1, above.
  4. In the event of a delayed or inadequate response to an hazardous materials incident, then 9 Wing shall take the necessary measures (actions) to abate, control and clean-up the spill. All costs associated with the incident will be recovered from the contractor.

NOTE: Container size may be decreased or increased depending on volume.

<u>PICK UP SCHEDULE</u>					
Bldg #	Locations	Numbers and Size of Containers	TUE	WED	FRI
101	770 CRS	1 X 6 Yards <sup>3</sup>		-	X
#1	Hangar	1 X 6 Yards <sup>3</sup>	X	-	X
125	WCE Bldg	1 X 4 Yards <sup>3</sup>		-	X
110	Supply Bldg	1 X 6 Yards <sup>3</sup>	X	-	X
115	WTIS	1 X 4 Yards <sup>3</sup>		-	X
108/107	Motor Transport & Combined Mess	1 X 6 Yards <sup>3</sup>		-	X
1 - 11	OLD NAVY SITE	1 X 6 Yards <sup>3</sup>	X		X
128	HQ Base / Kitchen	1 X 8 Yards <sup>3</sup>	X		X
8	Barracks	1 X 6 Yards <sup>3</sup>	X		X
117-123	SULLIVAN AVE(MFRC)	1 X 6 Yards <sup>3</sup>			X
14	WFE Shops	1 X 4 Yards <sup>3</sup>			X
Tower-1	226 Radar Sqn	1 X 4 Yards <sup>3</sup>			X

**ANNEX "B"**

**BASIS OF PAYMENT**

**Garbage Removal – DND, Gander, NL  
2 Year Term**

The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Annex will be corrected by Canada.

**UNIT PRICE TABLE**

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price.

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit HST extra (PU)	Extended amount (EQ x PU) HST extra
1	<b>To collect and dispose of refuse</b> (from containers listed in Annex "A")				
A	Container – 4 Cubic Yards	Per pick up	416	\$	\$
B	Container – 6 Cubic Yards	Per pick up	1,144	\$	\$
C	Container – 8 Cubic Yards	Per pick up	208	\$	\$
2	<b>To supply &amp; service containers</b> (including delivery to site, collection and disposal of contents and removal from site once container is no longer required) on an as and when requested basis.				
A	Container – 4 Cubic Yards	Per week	2	\$	\$
B	Container – 6 Cubic Yards	Per week	2	\$	\$
C	Container – 8 Cubic Yards	Per week	3	\$	\$
D	Container – 20 Cubic Yards	Per week	3	\$	\$
E	Container – 30 Cubic Yards	Per week	3	\$	\$
3	Tipping Fee (actual cost without markup)	Per month	24	\$	\$
<b>Total Extended Amount (TEA) Excluding HST</b>					\$

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