



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works Government Services Canada-
Bid Receiving / Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Brunswick
E2L 2B9
Bid Fax: (506) 636-4376

INVITATION TO TENDER

APPEL D'OFFRES

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

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

Soumission aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Brunswick
E2L 2B9

Title - Sujet Refuse Removal - JAG BLDG, Summersi	
Solicitation No. - N° de l'invitation E0226-171771/B	Date 2016-12-13
Client Reference No. - N° de référence du client E0226-171771	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-101-4024
File No. - N° de dossier PWB-6-39132 (101)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-01-23	
Time Zone Fuseau horaire Atlantic Standard Time AST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lomax, Sandra	Buyer Id - Id de l'acheteur pwb101
Telephone No. - N° de téléphone (506) 636-4362 ()	FAX No. - N° de FAX (506) 636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA SUMMERSIDE TAX CTR 275 POPE RD SUMMERSIDE Prince Edward Island C1N5Z7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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R.079561.001

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pwb101
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A9043T - Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number EO226-171771/A dated October 21, 2016 with a closing of November 30, 016 at 2:00 PM. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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**SERVICE CONTRACT
REFUSE REMOVAL
JOSEPH A. GHIZ BUILDING**

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List of Annexes:

Annex A: Evaluation Criteria and Basis of Selection
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Annex D: Complete List of Each Individual Who is currently on the Bidder's Board of Directors
Annex E: Specifications

PART 1 - GENERAL INFORMATION

1.1 Requirement

Public Works and Government Services Canada (PWGSC) has a requirement for the collection and disposal of refuse at designated Municipal sites and in accordance with the local or municipal by-laws at the Joseph A. Ghiz Building, 275 Pope Road, Summerside, PEI. The Service Contract is required for the period of February 1, 2017 to November 30, 2017 with options to renew the contract for three (3) additional one (1) year periods. The services must be provided in accordance with the Specification attached at Annex "E".

This agreement is subject to the provisions of the Agreement on Internal Trade, the North American Free Trade Agreement, Canada-Colombia, Canada-Chile and Canada-Panama Free Trade Agreement

1.2 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) (<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.

2.1.1 SACC Manual Clauses

A0220T - Evaluation of Price (2014-06-26)

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.

Late tenders will be returned unopened.

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

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NOTE: FACSIMILE BIDS

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

**Bid Receiving
Public Works and Government Services Canada
Room 405
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Saint John, New Brunswick
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NOTE: THIS IS NOT A PUBLIC OPENING

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.

"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.

(Derived from - Provenant de: A3025T, 2014/06/26)

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 Prince Edward Island.

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 Insurance Requirements – G1007T (2011-05-16)

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

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.7 Workers Compensation Certification - Letter of Good Standing – A0285T (2012-07-16)

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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>). 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

No technical bid required as part of this requirement.

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 required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures and Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), 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 – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

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

Not applicable

6.2 Requirement

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

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

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2010C (2016/04/04), 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 Work is to be performed from January 1, 2017 to November 30, 2017

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sandra Lomax
Title: Supply Officer
Organization: Public Works and Government Services Canada
Acquisitions Branch
Directorate: Real Property Contracting
Address: 189 Prince William Street
Saint John, New Brunswick
E2L 2B9
Telephone: (506) 636-4362
Facsimile: (506) 636-4376
E-mail address: Sandra.lomax@pwgsc.gc.ca

6.5.2 Project Authority

The Project Authority for the Contract is: *Will be made available at time of award*

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the

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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

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

Basis of payment is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2016-04-04), General Conditions - Services (Medium Complexity).

6.7.2 Limitation of Price

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

6.7.3 Monthly Payment

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

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010C (2016-04-04), General Conditions - Services (Medium Complexity).

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Prince Edward Island

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 2010C (2016-04-04), General Conditions - Services (Medium Complexity).
- (c) Annex E, Specifications;
- (d) Annex B, Basis of Payment
- (e) Any Amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (f) The Contractor's bid dated _____

6.12 Insurance Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within seven (7) days after request from the Contracting Authority and prior to award of Service Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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ANNEX "A"

EVALUATION CRITERIA AND BASIS OF SELECTION

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

1. Mandatory Criteria

1. Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within seven (7) days of request from contracting authority and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers' Compensation Board/Commission.
4. Within seven (7) days of request from Contracting Authority and prior to award of the Service Contract, Contractor must provide proof of \$2 Million General Liability Insurance.

3. 2007/05/07 A0069T Basis of Selection - Mandatory Requirements Only

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

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ANNEX "B"

BASIS OF PAYMENT

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

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

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

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

W0105-16E002

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

NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS. HOWEVER, ANY CONTRACT AWARD WILL BE FOR THE TERM OF February 1, 2017 TO NOVEMBER 30, 2017.

Item No.	CLASS OF SERVICE	Unit of Measure	Estimated Quantity	Term A			Term B			Term C			Term D		
				February 1, 2017 to November 30, 2017	December 1, 2017 to November 30, 2018	December 1, 2018 to November 30, 2019	December 1, 2019 to November 30, 2020	Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price
1	8 cu yd. self-contained compactor	Per pickup	150												
2	8 cu yd. compost container	Per pickup	150												
3	20 cy yd. roll-on/off self-contained bin (cardboard/recyclables)	Per pickup	150												
4	Cardboard disposal fee	Per Ton	75												
5	Recyclables disposal fee	Per Ton	20												
Total Estimated Amount used for Evaluation															
GRAND TOTAL FOR FIRST TERM AND OPTION YEARS (A, B, C and D)															

ANNEX "C" INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavor 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 twelve (12) months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - (o) Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would,

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File No. - N° du dossier
PWB-6-39019

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PWB 101
CCC No./N° CCC - FMS No./N° VME

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.

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ANNEX "D"

Complete List of Each Individual Who is currently on the Board of Directors

NOTE TO BIDDERS: WRITE DIRECTORS SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

Solicitation No. - N° de l'invitation
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ANNEX "E"
SPECIFICATION

**PUBLIC SERVICES AND
PROCUREMENT CANADA**

ASSET AND FACILITIES MANAGEMENT SERVICES

Joseph A. Ghiz Building

**REFUSE REMOVAL
SERVICE CONTRACT**

Public Services and Procurement Canada Atlantic Region	Refuse Removal	Index
Project R.079561.001	Service Contract	

Description: Refuse Removal
Service Contract

Location: Joseph A. Ghiz Building
275 Pope Road
Summerside, PEI
C1N 5Z7

INDEX

Section Title	Pages
1. Scope of Work	1
2. General Instructions	1– 4
3. Disposal Operations	1 - 2

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|----|---------------------------------------|----|---|
| 1. | <u>General</u> | .1 | Scope of Work under this contract includes but shall not be limited to the provisions of all labour, material and equipment necessary to complete the following work in accordance with the plans, specifications and general conditions. |
| 2. | <u>Work Included</u> | .1 | Carry out refuse removal over a one (1) year period with three (3) one (1) year options. Refuse consists of the collection of refuse at the site listed below and the disposal of the refuse at designated Municipal sites and in accordance with the local or municipal by-laws. |
| | | | <u>Location</u>
Joseph A. Ghiz Building
275 Pope Road
Summerside, Prince Edward Island |
| 3. | <u>Examination of Premises</u> | .1 | All parties tendering should examine the site of the proposed work prior to submitting their tenders, and become thoroughly acquainted with same and obtain any and all information that may be necessary and requisite to properly execute contract. |
| | | .2 | Make arrangements with Departmental Representative prior to site visit. |
| 4. | <u>Work Schedule</u> | .1 | Upon receiving acceptance of offer and prior to start of work, contact the Departmental Representative to submit work schedule and to schedule a site meeting. |
| 5. | <u>Meetings</u> | .1 | Attend meetings at the sites when notified by Public Services and Procurement Canada. |
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1. Codes and
Legislated
Requirements

- .1 The following codes and standards in effect at the time of award are subject to change/revision. The latest editions of each shall be enforced during the term of the contract.
- .1 National Building Code of Canada
- .2 Part II of the Canada Labour Code
- .3 Canada Occupational Safety and Health Section of Part II of the Canada Labour Code
- .4 Fire Commission of Canada #301 Standard for Building Construction Operations.
- .5 Canadian Environmental Protection Act
- .6 The Contractor is responsible to be familiar with the cited Codes and Standards and to ensure that all work undertaken on behalf of Public Services and Procurement Canada is completed in a safe manner and, at a minimum, in compliance with the cited Codes and Standards. In the event there is a conflict between these Procedures and the cited Codes and Standards, the cited Codes and Standards are to prevail.
- .7 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM), and referenced organizations.
- .8 The Contractor can obtain addresses for codes and standards from Departmental Representative upon request
- .9 In the event of a conflict between any of the above codes or standards the most stringent shall apply.
- .10 These standards shall be considered an integral part of the specifications and shall be read in conjunction with the drawings and specifications. The Contractor shall be fully familiar with their contents and requirements as related to the work and materials specified.

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|----|------------------------------------|----|---|
| 2. | <u>Licences and Permits</u> | .1 | Provide the authorities having jurisdiction with all information requested. |
| | | .2 | Pay all fees and obtain certificates and permits as required. |
| | | .3 | Furnish these certificates and permits when requested |
| 3. | <u>Taxes</u> | .1 | Pay applicable Federal, Provincial and Municipal taxes. |
| 4. | <u>Environmental</u> | .1 | All work is to be performed in accordance with the Federal Environmental Protection Act and the Provincial Environmental Acts and Regulations. |
| 5. | <u>Product Approvals</u> | .1 | The Contractor shall ensure that all controlled products used in the performance of the work are classified and labelled according to the Workplace Hazardous Materials Information System (WHMIS). |
| | | .2 | The Contractor shall submit for approval the Material Safety Data Sheets (MSDS) for all controlled products that will be used in the performance of this work. |
| | | .3 | No controlled products are to be brought on-site without prior approved Material Safety Data Sheets (MSDS). |
| | | .4 | Material Safety Data Sheets to remain on site at all times. |
| 6. | <u>Personnel</u> | .1 | The Contractor will provide the Departmental Representative with a list of all people working on PWGSC premises, complete with a copy of their licenses, where applicable, and will update the list immediately when personnel changes. |
| | | .2 | The Contractor and his/her personnel must adhere to the Federal Government 'NO SMOKING' Policy while in Federal facilities and/or Scent Free Policy if applicable, as well as any Provincial Smoking Policies. |
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7. **Bidders/Tenderers Qualifications** .1 The successful contractor is to provide: (within fourteen (14) days from award).
- .1 A copy of the company's site-safety plan.
 - .2 Documentation indicating that the bidder/tenderer meets the Occupational Health & Safety Act and Regulations of Prince Edward Island. This shall include the company's Safety Manual, which includes Company Safety Policy & Assignment of Responsibilities, Hazard Assessment, Safe Work Practices/Job Procedures, Rules, Personal Protective Equipment, Maintenance Program, Training & Safety Meetings, Inspections, Investigations, Environmental, Emergency Preparedness, Records, and Statistics & Harassment.
 - .3 Certification letter of good standing from Worker's Compensation Board.
 - .4 Signed statement by owner of company that the company will maintain Worker's Compensation Board coverage for the life of the Contract, including subcontractor.
- .2 **Before Work Begins:** The successful contractor is to provide documentation:
- .1 Certification of training for safety for all personnel that will be involved with the Contract. Updated list complete with licenses shall be kept on site including personnel changes.
8. **Scheduling and Hours of Work** .1 Carry out work during normal building operational hours (Monday to Saturday) unless directed otherwise.
- .2 The present occupants will remain in the space during the course of the work. Schedule the work so that the staff can perform their duties.

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|-----|--|----|--|
| 9. | <u>Co-ordination and Protection</u> | .1 | Execute work with minimum disturbance to occupants, public and normal use of buildings. Make arrangements, with Department to facilitate execution of work. Maintain access and exits as work area could be occupied during execution of work. |
| | | .2 | All possible safety precautions are to be taken to ensure the protection of employees or occupants during the course of the work. |
| 10. | <u>Tippage Fees</u> | .1 | Notwithstanding the terms and conditions as expressed herein, if an increase or decrease in "Tippage Fees" is announced by the authority having jurisdiction after the date and time set for tender closing, the contract amount shall be increased or decreased by an amount equal to the increase or decrease in cost incurred by the Contractor, established by an examination of its relevant records. Increase will be allowed provided the contractor supply a letter from the Metropolitan Authority verifying the increase/decrease to the Contracting Authority (PSPC). |

1.
 - .1 Conduct disposal operations to comply with Federal, Provincial, Municipal and Local ordinances.
 - .2 Obey and comply with anti-pollution laws.
 - .3 Refuse is to be removed from the bulk containers to the collection vehicle by means of a mechanical lift method in such a way that no spill or litter remains.
 - .4 The Contractor will ensure that spillage is cleaned up as it occurs. In no case will spillage be left for a final cleaning.
 - .5 Once the bulk garbage has been removed, the Contractor will sweep the loading area free of any remaining paper and debris. The loading area, parking area, etc., will be left in a clean and tidy condition, to the satisfaction of the PSPC representative
 - .6 Initial frequency of container pick-ups shall be as outlined on the Tender and Acceptance; however, these frequencies may change due to changing requirements and/or provincial Waste Watch regulations and initiatives.
 - .7 Additional pick-ups requested by Public Services and Procurement Canada shall be at the unit cost as quoted in the tender and acceptance.
 - .8 Tipping fees will be paid upon presentation of a receipt from Island Waste Management Corporation.
2. **Disposal Fees**
 - .1 Paper, cardboard and recyclable disposal fees, to be included in the unit price table.
3. **Containers**

The Contractor shall provide and place at their own expense:

 - 1 - 8 cu.yd. Waste Container
 - 1 - 8 cu.yd. Compost container
 - 1- 20 cu.yd. Roll-on/off self-contained bin (cardboard/ recyclables) not less than 12 gauge, which shall be vermin proof and fire resistant:

The containers are to be located on site in areas designated by Public Services and Procurement Canada.

The containers shall each have a capacity as stated in paragraph 3.1 above and Unit Price Table.

4. **Maintenance of Containers**
- .1 All containers are to be kept in good repair.
 - .2 When containers require repair or paint they shall be removed from site and another container installed in its place.
 - .3 Containers are to be disinfected as required, and periodically removed to the owner's premises, steamed and washed out.
 - .4 Public Services and Procurement Canada shall reserve the right to decide when containers are to be removed for repairs, paint, disinfected and steamed or washed out.
5. **Invoices**
- .1 The Contractor shall submit invoices at the end of each month for the services performed that month. All invoices shall have the following information:
 - 1. Building name and location.
 - 2. Contract number.
 - 3. Period of service performed.
 - 4. Number of pick-ups x the unit cost per pick up.
 - 5. Weight/Disposal Fees/Tippage Fees.
 - 6. Total cost for the month.
 - .2 Submit the invoices to the following:

Public Services and Procurement Canada
P.O. Box 1268
Charlottetown, P.E.I.
C1A 7M8
 - .3 All invoices for the current fiscal year are to be submitted for payment by the 31st of March of each year.

Basis of Payment

The following requirement must be strictly adhered to: Failure to do so shall render bidders Proposal as non-responsive

It is mandatory that the bidders submit firm rates for the period of the service contract for all items listed hereafter. Unit Price Tables, will be considered as the bidders financial proposal.

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

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

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

Note: Tenders will be evaluated on the total bid for the first year (Term of Contract) plus the option years, however, any contract award will be for the term of the 1 year period from the date of award

UNIT PRICE TABLE

<u>Item</u>	<u>Class of Labour, Plant or material</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Price Per Unit</u>	<u>Total</u>
	Following Prices are for the 12 month term in 2016-2017				
1	8 cu. yd. Waste container	Per pickup	150		
2	8 cu, yd compost container	Per pickup	150		
3	20 cu. Yd. Roll-on/off self-contained bin (Cardboard/Recyclables	Per pickup	50		
4	Cardboard disposal fee	Per Ton	75		
5	Recyclables disposal fee	Per Ton	20		
	Total Amount for the 12 Month Period in 2016-2017				

<u>Item</u>	<u>Class of Labour, Plant or material</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Price Per Unit</u>	<u>Total</u>
	Following Prices are for the 12 month term in 2016-2017				
1	8 cu. yd. Waste container	Per pickup	150		
2	8 cu. yd compost container	Per pickup	150		
3	20 cu. Yd. Roll-on/off self-contained bin (Cardboard/Recyclables	Per pickup	50		
4	Cardboard disposal fee	Per Ton	75		
5	Recyclables disposal fee	Per Ton	20		
	Total Amount for the 12 Month Period in 2017-2018				

UNIT PRICE TABLE

UNIT PRICE TABLE

<u>Item</u>	<u>Class of Labour, Plant or material</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Price Per Unit</u>	<u>Total</u>
	Following Prices are for the 12 month term in 2016-2017				
1	8 cu. yd. Waste container	Per pickup	150		
2	8 cu. yd compost container	Per pickup	150		
3	20 cu. Yd. Roll-on/off self-contained bin (Cardboard/Recyclables	Per pickup	50		
4	Cardboard disposal fee	Per Ton	75		
5	Recyclables disposal fee	Per Ton	20		
	Total Amount for the 12 Month Period in 2018-2019				

UNIT PRICE TABLE

<u>Item</u>	<u>Class of Labour, Plant or material</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Price Per Unit</u>	<u>Total</u>
	Following Prices are for the 12 month term in 2016-2017				
1	8 cu. yd. Waste container	Per plckup	150		
2	8 cu. yd compost container	Per plckup	150		
3	20 cu. Yd. Roll-on/off self-contained bin (Cardboard/Recyclables	Per plckup	50		
4	Cardboard disposal fee	Per Ton	75		
5	Recyclables disposal fee	Per Ton	20		
	Total Amount for the 12 Month Period in 2019-2020				

Summary Page – Unit Prices

Total Amount for the period 2016-2017 \$ _____

Total Amount for the period 2017-2018 \$ _____

Total Amount for the period 2018-2019 \$ _____

Total Amount for the period 2019-2020 \$ _____

Total Amount of Tender \$ _____