



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB E3C 2M6

Email - courriel: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans 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 and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans 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 appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

<b>Title – Sujet</b> Refuse Removal at the Fisheries and Oceans Canadian Coast Guard College 1190 Westmount Road, Sydney, Nova Scotia		<b>Date</b> November 22, 2017
<b>Solicitation No. – N° de l'invitation</b> F5211-170521		
<b>Client Reference No. - No. de référence du client</b> F4709-176225		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 Atlantic Time  <b>On / le :</b> December 12, 2017		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Kimberly Walker <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		

<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>	
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



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**This bid solicitation cancels and supersedes previous bid solicitation number F5211-170521 dated October 10, 2017 with a closing of November 21, 2017 at 2 pm. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation

### **1.2 Site Visit**

Please contact Kimberly Walker to confirm at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

### **1.3 Statement of Work**

The Work to be performed is detailed under Annex A of the resulting contract clauses.

### **1.4 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.

### **1.5 Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## **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.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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.



Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

## 2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 9 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.

## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered.**

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/saved sections as follows:

**Section I: Technical Bid** (one soft copy in PDF format)

**Section II: Financial Bid** (one soft copy in PDF format)

**Section III: Certifications** (one soft copy in PDF format)

**The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.**

**For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.**

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 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**

Please see Annex D for details

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

- 4.2.1 Mandatory Technical Criteria**  
*SACC Manual* Clause (A0031T) ([2010-08-16](#))



## PART 5 - CERTIFICATIONS

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 Precedent to Contract Award

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

#### 5.1.1 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](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.

#### 5.1.2 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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**5.2 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications with their bid.

**5.2.1 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_





Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 5.2.2 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

**a)** The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

\_\_\_\_\_

**b)** The status of the contractor (individual, unincorporated business, corporation or partnership:

\_\_\_\_\_

**c)** For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

\_\_\_\_\_

**d)** For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

\_\_\_\_\_

**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



## 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 this 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.

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

#### 6.3.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of 2010C referenced above is amended as follows:

Delete section 27 in its entirety.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from February 1, 2018 through to January 31, 2023

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Walker  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.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 Project Authority**

The Project Authority for the Contract is **(name to be provided at contract 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 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 to be provided at contract award)**

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**

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ *(insert amount at contract award)* and Applicable Taxes are extra.

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work



performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

#### **6.7.2 Limitation of Price**

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

#### **6.7.3 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- b. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- c. all such documents have been verified by Canada;
- d. the Work performed has been accepted by Canada.

### **6.8 Invoicing Instructions**

6.8.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)

6.8.1.2 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.

### **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.

### **6.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered.**

### **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 (2016-04-04), General Conditions - Services (Medium Complexity);
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Insurance Conditions;

## **6.12 Procurement Ombudsman**

6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

## **6.13 Insurance – Specific Requirements G1001C (2013-11-06)**

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.



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## ANNEX "A" STATEMENT OF WORK

### TITLE

Refuse Removal at the Fisheries and Oceans Canadian Coast Guard College 1190 Westmount Road, Sydney, Nova Scotia

### CONTRACTING PERIOD

February 1, 2018 through to and including July 31, 2023 (5 years)

Scope of work under this Contract includes but is not be limited to the provisions of all labour, materials, supervision and equipment necessary to complete the following work in accordance with attached site plans, specifications and general conditions.

### WORK SCHEDULE

Regular Refuse - The schedule for pickups for designated container shall be once a week (site plan #1) between 8:00 am and 5:00 p.m.

Organic carts shall be picked up on a weekly basis (site plan #2)

Organic carts shall be picked up 3 times weekly Monday, Wednesday, and Friday (site plan #3)

The schedule for pickups for designated containers shall be once a week (site plan #4, #5 and #6) between 8:00 am and 5:00p.m.

The Scrap Metal Dumpster at Site plan #6 is required to be picked up once monthly between 8:00 am and 5:00 pm

Initially frequencies of container pick-ups are outlined in this statement of work; however, these frequencies may change due to changing requirements and/or provincial Waste Watch regulations and initiatives.

Additional pick-ups requested by Fisheries and Oceans Canada will be at the unit cost as quoted in the tender and acceptance.

### TASKS / REQUIREMENTS

#### Disposal Operations

Conduct disposal operations to comply with Federal, Provincial, Municipal and Local ordinances.

Obey and comply with anti-pollution laws

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.

#### Containers

The Contractor shall provide and place, at his own expense, containers that are top loading and/or side loading as listed in the Pricing Table. The containers are to be vermin proof and fire resistant.

The containers are to be located on site in areas designated by Fisheries and Oceans Canada as located by number in the site plan, attached.

The containers shall each have a capacity as stated in The Pricing Table.

#### Maintenance

All containers are to be kept in good repair.



When containers require repair or paint, they shall be removed from site and another container installed in its place.

Containers are to be replaced with steam washed and disinfected containers every six months.

Fisheries and Oceans Canada shall reserve the right to decide when containers are to be removed for repairs, paint, disinfected and steamed or washed out.

### **CONTRACTOR'S OBLIGATIONS**

Attend meetings at the sites when requested by Fisheries and Oceans Canada

Contractor shall immediately address and correct any health and safety violations and non-compliance issues.

The Contractor must provide a copy of their company's Occupational Health and Safety Policy and Program. It must meet the requirements of the Provincial Occupational Health and Safety Acts.

The Contractor must perform site hazard assessments to establish site specific safe work practices/procedures for the safety and well-being of their employees within 30 days of contract award. Copies shall be made available to Departmental Representative upon request

All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and made available to the Departmental Representative immediately upon request.

The Contractor shall ensure all workers and authorized persons entering the work site are notified of and abide by the posted Safety Plan, safety rules, procedures, safe work practices and applicable Safety Acts, Regulations, and codes. Any non-compliance person shall be subject to disciplinary procedures.

Shall ensure that all applicable personal protective equipment (PPE) is used.

The Contractor will ensure that spillage is cleaned up as it occurs. In no case will spillage be left for a final cleaning.

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 Real property manager.

Disposal slip copies shall be submitted with monthly invoices to Fisheries and Oceans Canada.

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.

### **CODES AND STANDARDS**

Training for workers shall include but is not limited to Safe operation of tools and equipment, proper use and maintenance of personal protective equipment (PPE), safe work practices and procedures for their given work tasks or function and site conditions and minimum site safety rules.

All 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 with reference but not limited to the following Canada Labour Code, Provincial Occupational Health and Safety Canadian Construction and Canada Labour Safety Codes, The National Building Code of Canada, The National Fire Code of Canada, Provincial Workers Compensation Board, Municipal Statutes and Ordinances, and the Canadian Environmental Protection Act.



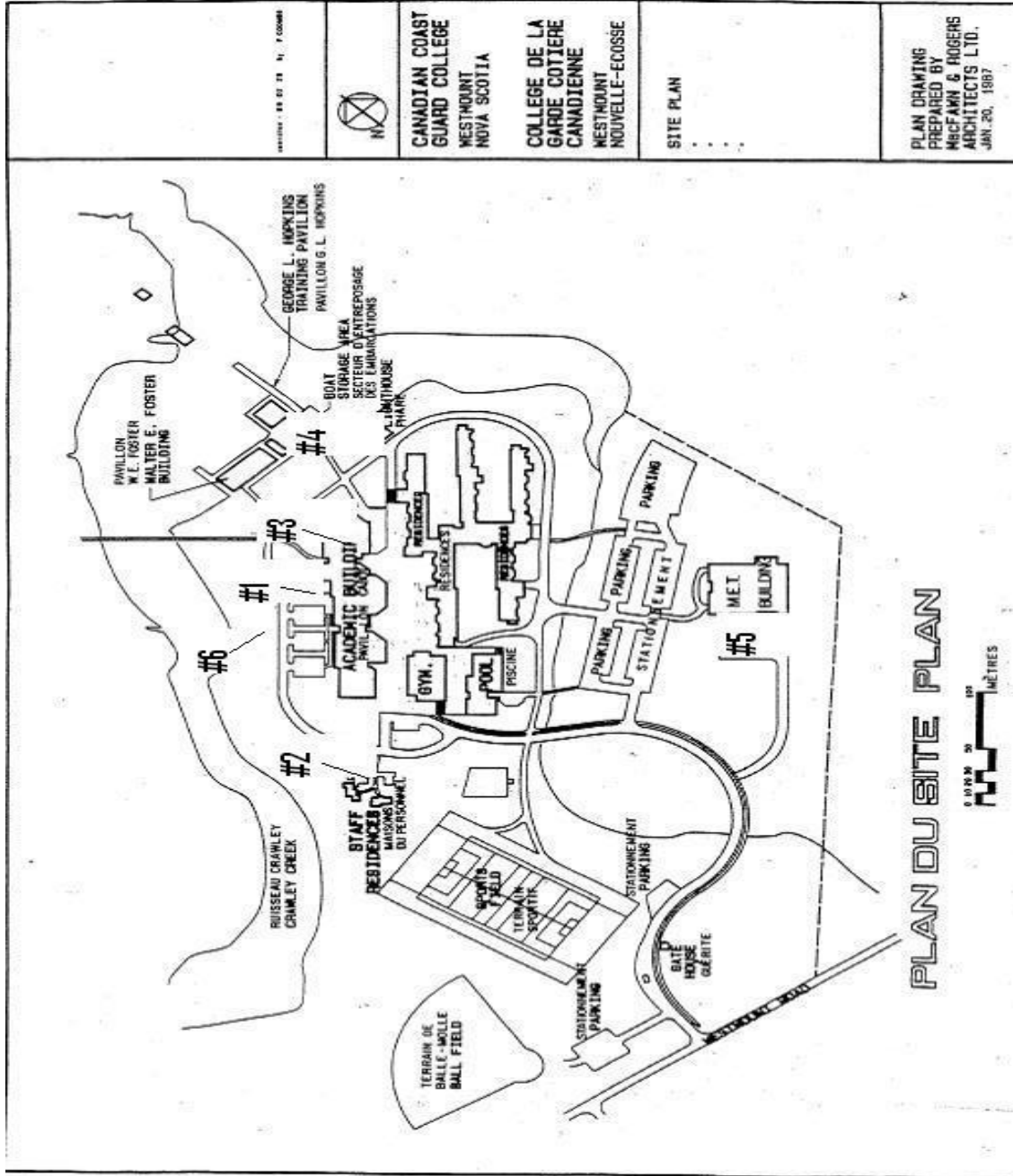
### **LICENSES AND PERMITS**

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

### **DEPARTMENTAL OBLIGATIONS**

The Departmental Representative shall coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of award of Service Contract.





PLAN DU SITE PLAN

DATE: 18.01.78 N°: 7000000		<b>CANADIAN COAST GUARD COLLEGE WESTMOUNT NOVA SCOTIA</b>	<b>COLLEGE DE LA GARDE COTIERE CANADIENNE WESTMOUNT NOUVELLE-ECOSSE</b>	SITE PLAN	<b>PLAN DRAWING PREPARED BY MURPHY &amp; ROGERS ARCHITECTS LTD. JAN. 20, 1987</b>
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**ANNEX "B" BASIS OF PAYMENT**

**Pricing and Basis of Payment**

For the provision of all professional services, including all associated costs necessary to carry out the required work

The Contractor agrees that the following table is the Unit Price Table to be used for the purpose of the Contract. That unit prices as tendered govern in calculating the total amount of tender and that errors in the extension of unit prices and/or the addition of the estimated total prices will be corrected in order to obtain the actual amount of tender.

**Initial Contract Year – February 1, 2018 – January 31, 2019**

Item	Class of Service	Frequency of Pickups	Estimated Quantity	Price / Pickup	Total
1	Loc # 1 refuse = 1 X 20 cubic yard roll on container	1-weekly	52		
2	Loc # 2 Organic= 2 X 64 gal carts	1-weekly	104		
3	Loc # 3 Organic = 5X 64 gal carts	3-weekly	780		
4	Loc # 4 refuse = 1 X 6 cubic yard container	1-weekly	52		
5	Loc # 5 refuse = 1 X 6 cubic yard container	1-weekly	52		
6	Loc #6 plastic/cans recycling= 1 X 6 Cubic yard container	1-Bi-weekly	24		
7	Loc #6 Paper recycling= 1X 6 Cubic yard container	1-Bi-weekly	24		
8	Loc #6 Metal Scrap= 1X 6 Cubic yard container	1-monthly	12		
9	Monthly Base Fee	Monthly	12		
<b>Total Estimated Amount –Initial Contract Year</b>					<b>\$</b>



**Second (2<sup>nd</sup>) Year of Contract – February 1, 2019 – January 31, 2020**

Item	Class of Service	Frequency of Pickups	Estimated Quantity	Price / Pickup	Total
1	Loc # 1 refuse = 1 X 20 cubic yard roll on container	1-weekly	52		
2	Loc # 2 Organic= 2 X 64 gal carts	1-weekly	104		
3	Loc # 3 Organic = 5X 64 gal carts	3-weekly	780		
4	Loc # 4 refuse = 1 X 6 cubic yard container	1-weekly	52		
5	Loc # 5 refuse = 1 X 6 cubic yard container	1-weekly	52		
6	Loc #6 plastic/cans recycling= 1 X 6 Cubic yard container	1-Bi-weekly	24		
7	Loc #6 Paper recycling= 1X 6 Cubic yard container	1-Bi-weekly	24		
8	Loc #6 Metal Scrap= 1X 6 Cubic yard container	1-monthly	12		
9	Monthly Base Fee	Monthly	12		
<b>Total Estimated Amount –Initial Contract Year</b>					\$



**Third (3<sup>rd</sup>) Year of Contract – February 1, 2020 – January 31, 2021**

Item	Class of Service	Frequency of Pickups	Estimated Quantity	Price / Pickup	Total
1	Loc # 1 refuse = 1 X 20 cubic yard roll on container	1-weekly	52		
2	Loc # 2 Organic= 2 X 64 gal carts	1-weekly	104		
3	Loc # 3 Organic = 5X 64 gal carts	3-weekly	780		
4	Loc # 4 refuse = 1 X 6 cubic yard container	1-weekly	52		
5	Loc # 5 refuse = 1 X 6 cubic yard container	1-weekly	52		
6	Loc #6 plastic/cans recycling= 1 X 6 Cubic yard container	1-Bi-weekly	24		
7	Loc #6 Paper recycling= 1X 6 Cubic yard container	1-Bi-weekly	24		
8	Loc #6 Metal Scrap= 1X 6 Cubic yard container	1-monthly	12		
9	Monthly Base Fee	Monthly	12		
<b>Total Estimated Amount –Initial Contract Year</b>					\$



**Fourth (4<sup>th</sup>) Year of Contract – February 1, 2022 – January 31, 2022**

Item	Class of Service	Frequency of Pickups	Estimated Quantity	Price / Pickup	Total
1	Loc # 1 refuse = 1 X 20 cubic yard roll on container	1-weekly	52		
2	Loc # 2 Organic= 2 X 64 gal carts	1-weekly	104		
3	Loc # 3 Organic = 5X 64 gal carts	3-weekly	780		
4	Loc # 4 refuse = 1 X 6 cubic yard container	1-weekly	52		
5	Loc # 5 refuse = 1 X 6 cubic yard container	1-weekly	52		
6	Loc #6 plastic/cans recycling= 1 X 6 Cubic yard container	1-Bi-weekly	24		
7	Loc #6 Paper recycling= 1X 6 Cubic yard container	1-Bi-weekly	24		
8	Loc #6 Metal Scrap= 1X 6 Cubic yard container	1-monthly	12		
9	Monthly Base Fee	Monthly	12		
<b>Total Estimated Amount –Initial Contract Year</b>					\$



**Fifth (5<sup>th</sup>) Year of Contract – February 1, 2022 – January 31, 2023**

Item	Class of Service	Frequency of Pickups	Estimated Quantity	Price / Pickup	Total
1	Loc # 1 refuse = 1 X 20 cubic yard roll on container	1-weekly	52		
2	Loc # 2 Organic= 2 X 64 gal carts	1-weekly	104		
3	Loc # 3 Organic = 5X 64 gal carts	3-weekly	780		
4	Loc # 4 refuse = 1 X 6 cubic yard container	1-weekly	52		
5	Loc # 5 refuse = 1 X 6 cubic yard container	1-weekly	52		
6	Loc #6 plastic/cans recycling= 1 X 6 Cubic yard container	1-Bi-weekly	24		
7	Loc #6 Paper recycling= 1X 6 Cubic yard container	1-Bi-weekly	24		
8	Loc #6 Metal Scrap= 1X 6 Cubic yard container	1-monthly	12		
9	Monthly Base Fee	Monthly	12		
<b>Total Estimated Amount –Initial Contract Year</b>					\$

**\*\*NOTE\*\***

\* If the Contractor does not fill in and complete the costing information for all years it will be assumed that the price given for the initial year of the contract will be the price associated for all years 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 that all the quantities for that item will be utilized or that the quantities may not be exceeded.



## ANNEX “C” – INSURANCE CONDITIONS

The Contractor shall, at the Contractor's own expense, provide and maintain insurance as indicated hereunder:

### 1. Definitions

1.1. “Contract” means “Purchase Order”.

1.2. “Buyer” means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

### 2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Contractor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill obligations under the indemnity section shall be at the Contractor's own discretion and expense.

### 3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

### 4. Proof of Insurance

Within fourteen (14) days after acceptance of the Contractor's tender, the Contractor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Conditions.

### 5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

### 6. Insured

Each insurance policy shall insure the Contractor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

### 7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Contractor.

### 8. Public Liability and Property Damage Insurance

8.1. The Contractor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

**The Minimum Acceptable Amount is \$2,000,000.00.**



8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.

9. Third party liability for vehicles and equipment owned, leased, used or operated by the Contractor

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Contractor.

**Minimum acceptable amount is \$2,000,000.00.**

10. Tenants Legal Liability Insurance (where applicable)

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Contractor's care, custody and control in a **minimum amount of \$500,000.00.**





**ANNEX "D" EVALUATION CRITERIA**

**MANDATORY REQUIREMENTS:**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The bidder should include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

<b>For Evaluation purposes only</b>			
<b>No.</b>	<b>Requirement</b>	<b>Proposal Page No.</b>	<b>Meets Criteria (✓)</b>
<b>M1</b>	Provide a copy of the company's Safety Plan.  (A Site Specific Safety Plan will be required 10 days following contract award.)		
<b>M2</b>	Bidder must provide a valid WCB Clearance Letter.		
<b>M3</b>	The bidder must submit a signed statement by Owner of company that the company will maintain WCB coverage for the duration of the contract, including sub-contractors.		
<b>M4</b>	Bidder must provide proof of Insurance		