



RETURN BIDS TO:
RETOURNER LES
SOUSSIONS À:
PUBLIC HEALTH AGENCY OF CANADA
 200, Eglantine Driveway
 Tunney's Pasture
 Ottawa Ontario K1A 0K9
 Email: caroline.lecours-savoury@canada.ca
 Attn: Caroline Lecours Savoury

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Health Agency of 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 thereof.

Proposition aux:

Choose an item.

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

Instructions : See Herein

Instructions: Voir aux présentes

Issuing Office – Bureau de distribution

Public Health Agency of Canada
 Santé Canada
 200, Eglantine Driveway
 Tunney's Pasture
 Ottawa Ontario K1A 0K9

Title – Sujet Waste Removal Services	
Solicitation No. – N° de l'invitation 1000196598	Date January 26, 2018
Solicitation Closes – L'invitation prend fin at – à 2:00 PM on / le – March 13, 2018	Time Zone Fuseau horaire EST
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 : Caroline Lecours Savoury Email : caroline.lecours-savoury@canada.ca	
Telephone No. – N° de téléphone : 613-941-2092	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	
Delivery required - Livraison exigée See Herein	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone :	
Name and title of person authorized to sign on behalf of Vendor/firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
<hr/> (type or print)/ (taper ou écrire en caractères d'imprimerie)	
<hr/> Signature	<hr/> Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Task Authorization Form 572 and any other annexes.

1.2 Summary

The Public Health Agency of Canada has a requirement for the supply of all labour, materials, equipment, transportation and supervision required for solid waste removal on a scheduled and as and when requested basis as detailed in Annex "A" - Statement of Work, at 1015 Arlington Street, 820 Elgin Avenue and 745 Logan Avenue, in Winnipeg, Manitoba from May 1, 2018 to April 30, 2020 with three (3) additional one (1) year periods.

There are no security requirements associated with this requirement.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.3 Debriefing

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](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to caroline.lecours-savoury@canada.ca 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 PWGSC will not be accepted.

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.

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 Manitoba.

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 the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Basis of Payment in Annex B.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Item	Criteria	MET/NOT MET
MT1	The Bidder must provide a copy of their valid provincial waste removal license.	
MT2	The Bidder must provide a permit or letter, approved by municipal authorities, authorizing the bidder's disposal area as an approved site for the disposal of garbage.	

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Insurance Requirements

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.

6.3 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Task Authorization

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

7.1.2.1 Task Authorization Process

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

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

7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$10,000.00, Applicable Taxes included, inclusive of any revisions.

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

7.1.2.4 Canada's Obligation - Portion of the Work - Task Authorizations

SACC Manual Clause [B9031C](#) (2011-05-16) – Canada's Obligations – Portion of the Work – Task Authorizations

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

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

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from May 1, 2018 to April 30, 2020 inclusive.

7.4.2 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 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.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Caroline Lecours Savoury
Title: Manager
Health Canada
Directorate: Materiel and Asset Management Division
Address: 200 Eglantine Driveway
Ottawa ON K1A 0K9
Telephone: 613-941-2092
E-mail address: caroline.lecours-savoury@canada.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.

7.5.2 Project Authority

The Project Authority for the Contract is:

Name: Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

In its absence, the Project Authority is:

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail address:

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

7.5.3 Contractor's Representative

N Name: Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.6 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.

7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 For the Work described in the Statement of Work in Annex A with the exception of section 1.4: In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm unit prices as described in the Basis of Payment Annex B. Customs duties are included and Applicable Taxes are extra.

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

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.7.3 Terms of Payment – Monthly Payment

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

7.8 Invoicing Instructions

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

Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract.

2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the following address for certification and payment.
hc.paymenteast-paiementsest.sc@canada.ca

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 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 Requirements;
- f. Annex D, Non-Disclosure Agreement
- g. the signed Task Authorizations (including all of its annexes, if any);
- h. the Contractor's bid dated _____.

7.12 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 Government Site Regulations

SACC Manual clause [A9068C](#) (2010-01-11) – Government Site Regulations

7.14 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

ANNEX A - STATEMENT OF WORK

1. SCOPE OF WORK

1.1. Title

Waste Removal Services

1.2. Location

All work undertaken in accordance with this requirement must take place at, or on behalf of the Canadian Science Centre for Human and Animal Health (CSCAH) at 1015 Arlington Street and 820 Elgin Avenue as well as the JC Wilt Infectious Diseases Research Centre (JCWIDRC) at 745 Logan Avenue in Winnipeg, Manitoba.

1.3. Service to be Provided - Type of Services

The Contractor must:

1. Provide all labour, supervision, material, equipment and transportation necessary to complete the work and provide Solid Waste Removal services as detailed herein.
2. Provide trained and skilled personnel to provide services for the removal of refuse as detailed herein.
3. Respond to "routine" services as well as additional "as & when requested" services within four (4) hours of being notified by the Project Authority
4. Receive and respond to emergency calls outside normal business hours.
5. Provide telephone numbers for regular service calls and the contact names and telephone/cell numbers for emergency contact. The Contractor must advise the Project Authority (listed herein) in writing of any changes to after-hour personnel schedule changes (weekend/holiday coverage) with a minimum seven (7) days notice.
6. Advise the Project Authority on site of product defect or damage.

1.4. Core Tasks

The Contractor must complete the following Tasks:

1.4.1. For 1015 Arlington:

1. Provision of three (3) eight (8) cubic yard bins:
 - a. One bin is to be allocated for regular waste removal;
 - b. One bin is to be labelled Mixed Recycling,
 - c. One bin to be labelled Cardboard Only.
2. Provision of one (1) six (6) cubic yard bin to be used as overflow, for solid waste.
3. Rotoclave Bin:
 - a. Collection of shredded autoclaved waste from One (1) 20 yard roll-off bin
 - b. Washing the interior of 20 yard roll-off Rotoclave Bin
4. Material from the bin dedicated Regular Waste is to be collected twice per week (Mon & Thurs).
5. Both the Mixed Recycling and the Cardboard Waste are to be collected twice per week (Tues & Thurs).

6. The collection and removal of shredded autoclaved waste from a 20 Yard Roll-off bin. This bin is the property of the CSCHAH. This service will be required once per month and is to be arranged by the Departmental Representative on a date that is mutually agreed upon.
 7. Washing the interior of the 20 yard roll off bin, off site. This service will be required once every other month (6 x per year) and will be coordinated by the Project Authority when a collection of waste pick up is arranged / scheduled.
 8. The Contractor must report to Overhead Door #3 (North Entrance), at 1015 Arlington upon arrival prior to pick up of waste and recycling. Contractor must report to Overhead Door #4 for the Rotoclave 20 yard roll-off bin pick-up.
- 1.4.2. **For 820 Elgin:**
1. Provision of one (1) four (4) yard bin for regular waste collected once weekly. The collection day will be determined through consultation between the Contractor and Project Authority.
- 1.4.3. **For 745 Logan:**
1. Provision of two (2) six (6) cubic yard bins is required.
 - a. One (1) bin is to be allocated for regular waste with a collection of once weekly
 - b. One (1) bin is to be allocated for recycling collection once weekly.The collection days will be determined through consultation between the Contractor and Project Authority.
 2. For collection of waste at 745 Logan, Contractor must report to Overhead Door # 1 (North Entrance).

1.5. Optional Tasks Initiated Through Task Authorizations

Additional services may be required on an "as and when" required basis and authorized by the CSCHAH Departmental Authority through the issuance of a Task Authorization. Issuance of Task Authorizations will be in accordance with the process detailed in article 7.1.2.1, Task Authorization Process, of the Contract Clauses. The Contractor must not commence work until it has received a completed Task Authorization.

- 1.5.1. As and when requested services from identified sites
 - Collection of 8 cubic yard bin allocated for regular waste
 - Collection of 8 cubic yard bin labelled Mixed Recycling,
 - Collection of 8 cubic yard bin labelled Cardboard Only
 - Collection of 20 yard roll-off bin for shredded autoclaved waste
 - Washing the interior of 20 yard roll-off Rotoclave Bin
 - Collection of 4 cubic yard outside waste bin
 - Collection of 6 cubic yard bin for regular waste
 - Collection of 6 cubic yard bin for Mixed Recycling
- 1.5.2. As and when requested rental of 30 yard (6.5 ft high) roll off bin. This is required once every two years, usually in the Spring, for air filter disposal when a large quantity of filters are replaced.

All as and when collections will be coordinated by the Project Authority.

1.6. Contractor Requirements for all Sites

1. The Contractor must leave the collection site neat and orderly after each collection and immediately clean-up any spillage from the container in the collection operation or en-route to the disposal site.
2. The Contractor must transport the refuse directly from the collection point to the Municipal or private disposal site, on routes designated by the municipal authority, where it is to be emptied.
3. The Contractor must not otherwise dispose of the refuse, recycle, or enter into any arrangement to recycle the refuse, unless so authorized by the Departmental Representative.
4. All damage done by contractor's employees to the building, parked vehicles, light standards, car-plug standards, sidewalks, curbing, sod, plants, etc. must be reported to the Departmental Representative immediately. The contractor is responsible for the repair of all damages.

2. GENERAL REQUIREMENTS

2.1. Standards

1. The Contractor must comply with all legislative and regulatory provisions whether federal, provincial or municipal applicable to the performance of the work. The Work is to be executed to meet or exceed the requirements of:
 - a. Applicable Federal, Provincial and Municipal statutes, codes, regulations and acts;
 - b. Equipment or system manufacturer's recommendations, instruction manuals and/or leaflets;
 - c. Workplace Hazardous Materials Information System (WHMIS);
 - d. The Environment Act;
 - e. The Canada Labour Code;
 - f. The Provincial Waste Reduction & Prevention Act; and
 - g. The Sustainable Development Act.
2. In the event of a conflict between any of the codes, regulations, acts or standards outlined herein, the most stringent must apply.
3. All of the above codes and standards in effect at the time of award are subject to change/revision. The latest editions of each must be enforced during the term of the Contract.

2.2. Permits, Fees, Licenses

The Contractor must:

1. Pay all fees, obtain licenses, certificates and permits as required by code and provide a copy of each to the client Project Authority
2. All required licenses, certificates, and permits must be kept current throughout the entire term of this Contract.

2.3. Service Hours

Access to each of the three sites by the Contractor will be from 0600 hours to 1800 hours, Monday through Friday inclusive, excluding holidays.

2.4. Co-ordination and Protection

The Contractor must:

1. Execute work with minimum disturbance to occupants, public, and normal use of building. Make arrangements with the Departmental Representative to facilitate execution of work.
2. Protect existing work from damage.
3. All possible safety precautions are to be taken to ensure the protection of employees or occupants during the course of the work.

2.5. Publicity

the Contractor must not list, publicize or use for business promotion purposes, the address of the work of this Contract, the name of the facility, Agency or the Government of Canada

ANNEX B - BASIS OF PAYMENT

PRICING SCHEDULE A

Scheduled Services

The Bidder must insert the required pricing information into the blank cells of columns D and F of the pricing tables and include the tables in their Bid Package.

Bidders should use a factor of four (4) weeks per month in calculating the Firm Price per Month required for column D.

INITIAL CONTRACT PERIOD – MAY 1, 2018 TO APRIL 30, 2020					
LOCATION – 1015 ARLINGTON					
A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor (Months)	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 8 cubic yard bin	1	twice weekly (Monday & Thursday)	\$	24	\$
Mixed Recycling Bin: Outside waste bins; Front end service- 8 cubic yard tub	1	twice weekly (Tuesday & Thursday)	\$	24	\$
Cardboard Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	twice weekly (Tuesday & Thursday)	\$	24	\$
Rotoclave Bin: 20 yard roll-off bin; Shredded autoclaved waste	1	Monthly	\$	24	\$
Rotoclave Bin: 20 yard roll-off bin; Washing the interior of 20 yard roll-off bin	1	Every other month	\$	12	\$
Sub Total					\$
LOCATION – 820 ELGIN AVE.					
A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor Months	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 4 cubic yard bin	1	Once weekly	\$	24	\$
Sub Total					\$
LOCATION – 745 LOGAN AVE.					
A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor Months	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 6 cubic yard bin	1	Once weekly	\$	24	\$

Mixed Recycling Bin: Outside waste bins; Front end service- 6 cubic yard bin	1	Once weekly	\$	24	\$
Sub Total					\$
Sub Total Contract Period					\$

OPTION PERIOD 1 – MAY 1, 2020 – APRIL 30, 2021

LOCATION – 1015 ARLINGTON

A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor Months	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 8 cubic yard bin	1	twice weekly (Monday & Thursday)	\$	12	\$
Mixed Recycling Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	twice weekly (Tuesday & Thursday)	\$	12	\$
Cardboard Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	twice weekly (Tuesday & Thursday)	\$	12	\$
Rotoclave Bin: 20 yard roll-off bin; Shredded autoclaved waste	1	Monthly	\$	12	\$
Rotoclave Bin: 20 yard roll-off bin; Washing the interior of 20 yard roll-off bin	1	Every other month	\$	6	\$
Sub Total					\$

LOCATION – 820 ELGIN AVE.

A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor Months	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 4 cubic yard bin	1	Once weekly	\$	12	\$
Sub Total					\$

LOCATION – 745 LOGAN AVE.

A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor Months	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 6 cubic yard bin	1	Once weekly	\$	12	\$
Mixed Recycling Bin:	1	Once weekly	\$	12	\$

Outside waste bins; Front end service- 6 cubic yard bin					
Sub Total					\$
Sub Total Option Period 1					\$
OPTION PERIOD 2 – MAY 1, 2021 TO APRIL 30, 2022					
LOCATION – 1015 ARLINGTON					
A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor Months	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 8 cubic yard bin	1	twice weekly (Monday & Thursday)	\$	12	\$
Mixed Recycling Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	twice weekly (Tuesday & Thursday)	\$	12	\$
Cardboard Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	twice weekly (Tuesday & Thursday)	\$	12	\$
Rotoclave Bin: 20 yard roll-off bin; Shredded autoclaved waste	1	Monthly	\$	12	\$
Rotoclave Bin: 20 yard roll-off bin; Washing the interior of 20 yard roll-off bin	1	Every other Month	\$	6	\$
Sub Total					\$
LOCATION – 820 ELGIN AVE.					
A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor Months	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 4 cubic yard bin	1	Once weekly	\$	12	\$
Sub Total					\$
LOCATION – 745 LOGAN AVE.					
A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor Months	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 6 cubic yard bin	1	Once weekly	\$	12	\$
Mixed Recycling Bin: Outside waste bins; Front end service- 6 cubic	1	Once weekly	\$	12	\$

yard bin					
Sub Total					\$
Sub Total Option Period 2					\$

OPTION PERIOD 3 – MAY 1, 2022 TO APRIL 30, 2023

LOCATION – 1015 ARLINGTON

A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor Months	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 8 cubic yard bin	1	twice weekly (Monday & Thursday)	\$	12	\$
Mixed Recycling Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	twice weekly (Tuesday & Thursday)	\$	12	\$
Cardboard Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	twice weekly (Tuesday & Thursday)	\$	12	\$
Rotoclave Bin: 20 yard roll-off bin; Shredded autoclaved waste	1	Monthly	\$	12	\$
Rotoclave Bin: 20 yard roll-off bin; Washing the interior of 20 yard roll-off bin	1	Every other Month	\$	6	\$
Sub Total					\$

LOCATION – 820 ELGIN AVE.

A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor Months	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 4 cubic yard bin	1	Once weekly	\$	12	\$
Sub Total					\$

LOCATION – 745 LOGAN AVE.

A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor Months	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 6 cubic yard bin	1	Once weekly	\$	12	\$
Mixed Recycling Bin: Outside waste bins; Front end service- 6 cubic yard bin	1	Once weekly	\$	12	\$

Sub Total	\$
Sub Total Option Period 3	\$

Total for Evaluation, Pricing Schedule A:

Contract Period + Option year 1 + Option year 2 + Option year 3 = \$

PRICING SCHEDULE B

As and When Services Initiated through Task Authorizations

The Bidder must provide firm prices for each of the optional services listed in the Pricing Schedule B.

The Bin Quantity listed in column B and the Evaluation Factor listed in column E are an estimation of the requirements for evaluation purposes and do not represent a firm commitment by Canada.

The Bidder must insert the required pricing information into the blank cells of columns D and F of the pricing tables and include the tables in their Bid Package.

INITIAL CONTRACT PERIOD – MAY 1, 2018 TO APRIL 30, 2020					
A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 8 cubic yard bin	1	As required	\$	4	\$
Mixed Recycling Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	As required	\$	6	\$
Cardboard Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	As required	\$	6	\$
Sub Total 8 cubic yard bins					\$
Rotoclave Bin: 20 yard roll-off bin; Shredded autoclaved waste	1	As required	\$	4	\$
Rotoclave Bin: 20 yard roll-off bin; Washing the interior of 20 yard roll-off bin	1	As required	\$	2	\$
Sub Total 20 yard roll-off bin					\$
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 4 cubic yard bin	1	As required	\$	6	\$
Sub Total 4 cubic yard bin					\$
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor	Price for Evaluation (Column D x E)

Regular waste removal: Outside waste bins; Front end service – 6 cubic yard bin	1	As required	\$	12	\$
Mixed Recycling Bin: Outside waste bins; Front end service- 6 cubic yard bin	1	As required	\$	12	\$
Sub Total 6 cubic yard bins					\$
Description	Bin Quantity	Frequency	Firm Price per Day	Evaluation Factor	Price for Evaluation (Column D x E)
30 yard (6.5 ft high) roll off bin, daily rental.	1	As required	\$	3	\$
Sub Total 30 yard roll off bin (Daily)					\$
Total Contract Period					\$

OPTION PERIOD 1 – MAY 1, 2020 TO APRIL 30, 2021					
A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 8 cubic yard bin	1	As required	\$	2	\$
Mixed Recycling Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	As required	\$	3	\$
Cardboard Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	As required	\$	3	\$
Sub Total 8 cubic yard bins					\$
Rotoclave Bin: 20 yard roll-off bin; Shredded autoclaved waste	1	As required	\$	2	\$
Rotoclave Bin: 20 yard roll-off bin; Washing the interior of 20 yard roll-off bin	1	As required	\$	1	\$
Sub Total 20 yard roll-off bin					\$
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 4 cubic yard bin	1	As required	\$	3	\$
Sub Total 4 cubic yard bin					\$
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins;	1	As required	\$	6	\$

Front end service – 6 cubic yard bin					
Mixed Recycling Bin: Outside waste bins; Front end service- 6 cubic yard bin	1	As required	\$	6	\$
Sub Total 6 cubic yard bins					\$
Description	Bin Quantity	Frequency	Firm Price per Day	Evaluation Factor	Price for Evaluation (Column D x E)
30 yard (6.5 ft high) roll off bin, daily rental.	1	As required	\$	3	\$
Sub Total 30 yard roll off bin (Daily)					\$
Total Option Period 1					\$

OPTION PERIOD 2 - MAY 1, 2021 TO APRIL 30, 2022					
A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 8 cubic yard bin	1	As required	\$	2	\$
Mixed Recycling Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	As required	\$	3	\$
Cardboard Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	As required	\$	3	\$
Sub Total 8 cubic yard bins					\$
Rotoclave Bin: 20 yard roll-off bin; Shredded autoclaved waste	1	As required	\$	2	\$
Rotoclave Bin: 20 yard roll-off bin; Washing the interior of 20 yard roll-off bin	1	As required	\$	1	\$
Sub Total 20 yard roll-off bin					\$
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 4 cubic yard bin	1	As required	\$	3	\$
Sub Total 4 cubic yard bin					\$
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor	Price for Evaluation (Column D x E)
Regular waste removal:	1	As required	\$	6	\$

Outside waste bins; Front end service – 6 cubic yard bin					
Mixed Recycling Bin: Outside waste bins; Front end service- 6 cubic yard bin	1	As required	\$	6	\$
Sub Total 6 cubic yard bins					\$
Description	Bin Quantity	Frequency	Firm Price per Day	Evaluation Factor	Price for Evaluation (Column D x E)
30 yard (6.5 ft high) roll off bin, daily rental.	1	As required	\$	3	\$
Sub Total 30 yard roll off bin (Daily)					\$
Total Option Period 2					\$

OPTION PERIOD 3 - MAY 1, 2022 TO APRIL 30, 2023					
A	B	C	D	E	F
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 8 cubic yard bin	1	As required	\$	2	\$
Mixed Recycling Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	As required	\$	3	\$
Cardboard Bin: Outside waste bins; Front end service- 8 cubic yard bin	1	As required	\$	3	\$
Sub Total 8 cubic yard bins					\$
Rotoclave Bin: 20 yard roll-off bin; Shredded autoclaved waste	1	As required	\$	2	\$
Rotoclave Bin: 20 yard roll-off bin; Washing the interior of 20 yard roll-off bin	1	As required	\$	1	\$
Sub Total 20 yard roll-off bin					\$
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor	Price for Evaluation (Column D x E)
Regular waste removal: Outside waste bins; Front end service – 4 cubic yard bin	1	As required	\$	3	\$
Sub Total 4 cubic yard bin					\$
Description	Bin Quantity	Frequency	Firm Price per Month	Evaluation Factor	Price for Evaluation (Column D x E)

Regular waste removal: Outside waste bins; Front end service – 6 cubic yard bin	1	As required	\$	6	\$
Mixed Recycling Bin: Outside waste bins; Front end service- 6 cubic yard bin	1	As required	\$	6	\$
Sub Total 6 cubic yard bins					\$
Description	Bin Quantity	Frequency	Firm Price per Day	Evaluation Factor	Price for Evaluation (Column D x E)
30 yard (6.5 ft high) roll off bin, daily rental.	1	As required	\$	3	\$
Sub Total 30 yard roll off bin (Daily)					\$
Total Option Period 3					\$

Total for Evaluation, Pricing Schedule B:

Contract Period + Option year 1 + Option year 2 + Option year 3 = \$ _____

Total Price for Evaluation: Total of Pricing Schedule A + Pricing Schedule B = \$ _____

ANNEX C - INSURANCE REQUIREMENTS

1) Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,

Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2) Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX D - NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

BETWEEN: Her Majesty the Queen in right of Canada (referred to as "Her Majesty")
represented by the Minister of Health through the Public Health Agency of
Canada (referred to in the contract as the "Minister")

AND: _____ (Contractor's Name - "Contractor")

1. DEFINITION OF CONFIDENTIAL INFORMATION

- .1 Public Health Agency of Canada (PHAC) proposes to disclose to the Contractor certain of its confidential and proprietary information ("Confidential Information"), which includes, without limitation, all data, blueprints, drawings, material, products, technology, intellectual property, computer programs, specifications manuals, business plans, and other information submitted or disclosed by or on behalf of PHAC orally, in writing, or by any other media, together with any analysis, compilations, forecasts, studies, notes, or other documents and material prepared or produced by the Contractor or his/her employees, agents, subcontractors, representatives, advisors or consultants ("Permitted Representatives") which contains or otherwise reflects Confidential Information.
- .2 Confidential Information does not include information that:
 - (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Contractor;
 - (b) the Contractor can demonstrate to have had rightfully in its possession prior to the disclosure by PHAC to the Contractor;
 - (c) is independently developed by the Contractor without using any Confidential Information; or
 - (d) the Contractor rightfully obtains from a third party who has the right to transfer or disclose it.

2. CONTRACTOR'S OBLIGATIONS

- .1 In consideration of the Minister disclosing the documentation and/or information to the Contractor, the Contractor agrees that:
 - (a) the Contractor shall not, without the prior written permission of the Minister, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the documentation and/or information;
 - (b) the Contractor shall not make copies of the documentation and/or information nor make use of the documentation or any information therein for any purpose other than for the preparation of a bid in response to Solicitation No. _____;
- .2 The Contractor shall require any proposed subcontractor referred to in (a) above to execute a confidentiality agreement on the same terms and conditions as those contained herein.
- .3 The Contractor acknowledges and agrees that it shall be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada or the Minister caused by the failure of the Contractor, or by anyone to whom the Contractor discloses the documentation or any information therein, to comply with these terms and conditions.

- .4 Nothing in this Confidentiality Agreement shall be construed as limiting the Contractor's right to disclose any information to the extent that such information:
- (a) is or becomes in the public domain through no fault of the Contractor or any proposed subcontractor;
 - (b) is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information;
 - (c) is independently developed by the Contractor; or
 - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.
- .5 The Confidential Information is to be used by the Contractor for the sole purpose of completing the Project. The Contractor shall not use the Confidential Information otherwise for its own or any third party benefit without the prior written approval of PHAC.
- .6 The Contractor shall not disclose, publish, or disseminate the Confidential Information or any portion thereof to any of its Permitted Representatives or other persons without the written permission of PHAC, and then only for the purpose agreed to by PHAC.
- .7 The Contractor shall take all reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of the Confidential Information, which includes maintaining in a secure place all Confidential Information and copies thereof, and taking reasonable steps to ensure that no one other than the Permitted Representatives shall have access thereto.
- .8 If the Contractor or one of its Permitted Representatives is required at any time to disclose any portion of the Confidential Information, the Contractor shall provide PHAC with prompt written notice of such requirement so that the Minister may either seek an appropriate remedy or alternatively to waive the Contractor's or Permitted Representative's compliance with the provisions of this Agreement.
- .90 The Contractor shall deliver to PHAC all Confidential Information, together with every copy, record, draft, working paper, and note thereof containing such Confidential Information, upon the completion or termination of the Project, or at such earlier time as PHAC requires.

3. OWNERSHIP OF CONFIDENTIAL INFORMATION

All Confidential Information remains the property of PHAC. Further, any information conceived, developed, or produced by the Contractor as part of completing the Project, where there is copyright or any other intellectual property rights in such information, vests in Her Majesty.

4. REPRESENTATIVES, WARRANTIES, LICENSES, ASSIGNMENTS

- .1 The Confidential Information is provided to the Contractor without liability on the part of the Minister, the Crown or any of its agents, employees, representatives or advisors ("Interested Parties"), and no representation or warranties, either expressly or impliedly, as to the adequacy and sufficiency of the Confidential Information is made by any of the Interested Parties.

- .2 The Contractor may not assign this Agreement or any interest herein without PHAC's written consent.
- .3 Nothing contained in this Agreement shall grant to or create in the Contractor, expressly or impliedly, any right, title, interest, or license in or to the Confidential Information.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on _____ day, the ____ day of _____, 2011.

Signed on behalf of the Contractor (name of the party requesting access to the Confidential Information)

Name: _____
Title: _____
Date: _____

Signature: _____

Signed on behalf of Her Majesty the Queen in Right of Canada as represented by the Minister of Health

Name: _____
Title: _____
Date: _____

Signature: _____

ANNEX E - TASK AUTHORIZATION FORM

TASK AUTHORIZATION FORM

CONTRACTOR'S NAME AND ADDRESS	CONTRACT NUMBER:
	TASK AUTHORIZATION (TA) NO.
	TITLE OF THE TASK, IF APPLICABLE
	TOTAL ESTIMATED COST OF TASK (APPLICABLE TAXES EXTRA)
SECURITY REQUIREMENT: THIS TASK INCLUDES SECURITY REQUIREMENTS <input type="checkbox"/> No <input type="checkbox"/> Yes If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract	

FOR REVISION ONLY

TA REVISION NUMBER, IF APPLICABLE	TOTAL ESTIMATED COST OF TASK (APPLICABLE TAXES EXTRA) BEFORE THE REVISION	INCREASE OR DECREASE (APPLICABLE TAXES EXTRA), AS APPLICABLE

1. REQUIRED WORK

The content of sections A, B, C and D below must be in accordance with the Contract.

SECTION A - TASK DESCRIPTION OF THE WORK REQUIRED
SECTION B - BASIS OF PAYMENT
SECTION C - COST BREAKDOWN OF TASK
SECTION D - METHOD OF PAYMENT

2. AUTHORIZATION(S)

By signing this TA, the pProject Authority or the Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The project authority limit is identified in the contact. When the value of the TA and its revisions is in excess of this limit, the TA must be forwarded to the Contracting Authority for authorization.

NAME AND TITLE OF PROJECT AUTHORITY

SIGNATURE

DATE

NAME AND TITLE OF CONTRACTING AUTHORITY

SIGNATURE

DATE

3. CONTRACTOR'S SIGNATURE

NAME AND TITLE OF INDIVIDUAL AUTHORIZED

SIGNATURE

DATE