



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

| | |
|---|--|
| Title - Sujet Waste Removal - Port aux Basques | |
| Solicitation No. - N° de l'invitation MA021-200045/A | Date 2020-11-26 |
| Client Reference No. - N° de référence du client MA021-20-0045 | |
| GETS Reference No. - N° de référence de SEAG PW-\$HAL-219-11133 | |
| File No. - N° de dossier HAL-0-85069 (219) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Standard Time AST on - le 2020-12-15 Heure Normale de l'Atlantique HNA | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Richard, Linda K. | Buyer Id - Id de l'acheteur hal219 |
| Telephone No. - N° de téléphone (902) 402-9059 () | FAX No. - N° de FAX (902) 496-5016 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MARINE ATLANTIC INC. 65 Memorial Drive North Sydney Nova Scotia B2A0B9 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 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, the Electronic Payment Instruments, the Insurance Requirements, the Task Authorization Form 572.

1.2 Summary

- 1.2.1 Marine Atlantic Inc. has a requirement for the provision of all necessary supervision, labour, materials, equipment and transportation to supply bins related to waste collection and the removal of collected materials from the Port aux Basques Terminal to the local Municipal landfill facility.

The contract is for a period of two years from date of award to December 31, 2022, with three option periods of one-year duration.

- 1.2.2. The requirement is subject to a preference for Canadian services.

- 1.2.3 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in Nova Scotia the email address is:

TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Facsimile: 902-496-5016

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: 2019-01](#) 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.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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

Section II: Financial Bid

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

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.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation

| No. | Requirement | Proposal Page No. | Meets Criteria (Y/N) |
|-----|-------------|-------------------|----------------------|
|-----|-------------|-------------------|----------------------|

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MA021-20-0045

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-0-85069

Buyer ID - Id de l'acheteur
hal219
CCC No./N° CCC - FMS No./N° VME

| | | | |
|----|--|--|--|
| M1 | Provide a copy of the company's Safety Plan. | | |
| M2 | Bidder must provide a valid WCB Clearance Letter | | |
| M3 | Bidder must submit completed Annex "B" Basis of Payment. | | |

4.1.1 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

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

4.2 Basis of Selection

4.2.1 Basis of Selection

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

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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

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.

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hal219
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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 property 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.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.3 Worker's Compensation Certification – Letter of Good Standing

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

The Bidder must provide a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 INSURANCE REQUIREMENTS

6.1 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.

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".

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

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

Task Authorization Process:

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.

3. The Contractor must provide the Technical Authority, within 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 Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$TO BE DETERMINED AT CONTRACT AWARD (*insert amount*), Applicable Taxes included, inclusive of any revisions.

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

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

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

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

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain

For each authorized task:

- i. the authorized task number or task revision number(s);

- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

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

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, 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 date of award to December 31, 2022 inclusive.

7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional periods of one-year each 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.

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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.

7.4.4 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

Name: Linda Richard
Title: Acting Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row
Halifax, Nova Scotia
B3J 1C3

Telephone: 902-402-9059
Facsimile: 902-496-5016
E-mail address: linda.k.richard@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Technical Authority

The Technical Authority for the Contract is:

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

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

The Technical 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 Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative (PLEASE COMPLETE)

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

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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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in Annex B for a cost of \$ _____ (insert the amount at contract award) . *Customs duties are included and Applicable Taxes are extra.*

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

2. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ (TO BE DETERMINED UPON CONTRACT AWARD) . *Customs duties are included and Applicable Taxes are extra. .No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.*
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

7.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

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7.7.3 Monthly Payments

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:

- a. 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;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.7.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);

7.7.6 Discretionary Audit

SACC Manual Clause C0100C (2010-01-11) Discretionary Audit – Commercial Goods and/or Services

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.
2. Invoices must be distributed as follows:
 - a. The original must be emailed to the following address:

invoices@marine-atlantic.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 Newfoundland and Labrador.

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 2035 (2020-05-28), General Conditions – Higher Complexity - Services
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any)
- (g) the Contractor's bid dated _____, (*insert date of bid*)

7.12 Insurance – Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within 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 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

7.14 SACC Manual Clauses

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SACC Manual Clause A9117C (2007-11-30) T1204 – Direct Request by Customer Department

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7.15 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

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ANNEX "A"

STATEMENT OF WORK

Work under this requirement covers all necessary supervision, labor, materials, equipment and transportation to supply bins related to waste collection, and the removal of collected materials from the Port aux Basques Terminal to the local Municipal landfill facility.

There are five bins located at designated locations on the Marine Atlantic (MAI) Terminal property and one located at Administrative Building at 10 Marine Drive, Port aux Basques, NL that require emptying on a weekly basis. The Maintenance Shop requires a large open bin for construction waste to be emptied upon request.

In addition, the MV Leif Ericson, typically goes on standby after the summer sailing season from approximately October 31 to June 20, and over winters in Port aux Basques. Periodically, the Leif Ericson can be called into service, should another vessel require maintenance or emergency repairs that require it to be removed from service. While the Leif Ericson is tied up it will require a large open waste bin to be delivered to the ship. The Offeror will board the vessel with the garbage truck to collect the waste on a weekly basis. Should the ship be called into service, the bin must be removed from the vessel, until it again ties up at the Port aux Basques dock, and returns to standby status. The supplier will then be contacted by the designated ship's representative to return the waste bin to the vessel.

The Offeror will be required to supply five (5) waste bins and two (2) open 15 cubic yard container for construction waste upon award of the standing offer, as per the following breakdown. Each bin must be labelled for applicable use.

| Bin Type | Quantity | Location |
|------------------------------|----------|------------------|
| Waste (Garbage) | 3 | Terminal |
| Waste (Garbage) | 1 | 10 Marine Drive |
| Waste (Garbage) | 1 | Maintenance Shop |
| Waste (Construction Garbage) | 1 | Maintenance Shop |
| Waste (Garbage) | 1 | MV Leif Ericson |
| | | |

Coordinating Work

MAI will appoint an individual to act as the MAI Point of Contact (POC) for the coordination of all work on site. For the terminal and 10 Marine Dr., it will be the Assistant Terminal Manager (ATM). The MAI POC for the MV Leif Ericson will be the Chief Officer on duty. The offeror shall ensure that the supply of all Services is coordinated with the MAI POC or their designate.

The offeror shall appoint a primary point of contact to oversee all activities and act as the single point of contact for all administrative, contractual, and coordination matters related to the Deliverables. They will be responsible for coordinating all work efforts and shall ensure single point accountability for all work performed.

The offeror shall conduct all work during standard business hours. In the event there are operational requirements, there is potential for work to be outside of standard business hours if preapproved by MAI POC.

Pickup

The Offeror will be required to collect the waste materials as set forth by the Terminal Manager and scheduled based on volume of waste.

The open bin located at the Maintenance Shop will be collected on an as-required basis. The MAI POC will phone the Offeror directly for collection and the offeror will be required to collect the open bin within twenty-four (24) hours of receiving the phone call.

In the event the MV Leif Ericson is called into service while on standby status, the MAI POC will contact the Offeror to remove the waste bin from the vessel. The call back to service can be on very short notice and can occur at any time during the day, night, or weekend. When the vessel returns to standby status, the MAI POC will contact the Offeror to return to the waste bin to the vessel.

When the Leif Ericson is called into service, the supplier will be required to respond and remove the waste bin from the vessel within twelve (12) hours after notification.

There are five (5) closed containers located on across all sites two (2) are emptied twice a week. All other containers are emptied once a week. The open container located at the Maintenance Shop is emptied upon request of the MAI POC for Maintenance.

Equipment:

| | <u>Bin Type</u> | <u>Contents & Label</u> | | <u>Size</u> | <u>Quantity</u> | <u>Pick up</u> |
|----|------------------------|------------------------------------|--------|-----------------------|------------------------|-----------------------|
| 1. | Metal | Waste | Closed | 70" l x 70" w x 36" h | 3 | Weekly |
| 2. | Metal | Waste | Closed | 70" l x 70" w x 36" h | 2 | Twice Per Week |
| 3. | Metal | Construction Waste | Open | 15 cubic yards | 1 | Upon Request |
| 4. | Metal | Waste (Leif Ericson) | Open | 15 cubic yards | 1 | Weekly |

All closed containers are to have latched and hinged plastic lids in two (2) sections for ease off loading. Casters or wheels are not required on any of these containers. Containers must be configured for ease of movement by forklift.

All open containers must be configured for ease of movement by forklift.

Containers remain the property of the Offeror. MAI will not be responsible for any damages caused by the Offeror's employees, vehicles or equipment or maintenance on equipment supplied by the Offeror. If MAI damages the bins, MAI will cover the damage.

Safety Requirements:

1. All equipment operators shall be qualified and experienced.
2. Contractor employees' including equipment operators must wear personal protective equipment meeting all applicable standards and codes when on MAI property.
3. Contractor's must ensure that upon exiting of a vehicle on any of Marine Atlantic's properties or vessels that the minimum required PPE requirements are met. This would include:
 - a. CSA approved hard hat (Class E, Type II)
 - b. CSA approved protective footwear
 - c. CSA approved High Visibility Clothing

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- d. Approved hearing Protection during loading and off-loading operations
 - e. CSA Approved Safety Glasses,
4. All Contractor employees will receive the required site orientation by Terminal Management which will be verified by HSE.
5. All Contractors will be required to meet and/or exceed the requirements set forth under MAI's Safety and Environment Management Systems.
6. Contractors shall submit an HSE plan for review and approval by the HSE Department. Where a plan cannot be provided, Contractor will be required to review all applicable MAI policies and procedures and sign off having done so.
7. Any contracted employee shall have proof of orientation and familiarization of applicable MAI policies and procedures prior to gaining access to any of MAI facilities or vessels.

Environmental Regulation Compliance

All operations must comply with the Waste Management Regulations under the Newfoundland and Labrador Environmental Protection Act and any regulation that may replace it, as well as all other legislation that may apply.

Any spills or leaks from the containers or hauling vehicles must be reported in accordance with Safety Reporting Requirements as determined by MAI.

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ANNEX "B"

BASIS OF PAYMENT

Regular Hours are between 0800 to 1730 - Monday to Friday excluding Statutory Holidays.

Emergency or Urgent Service Call pricing is for the same service as Service Call pricing except the Offeror's on-site response must be within 3 hours of receiving the call up. Non-emergency service call shall be provided within 3 days from date of call-up.

Pricing Periods for this requirement will be:

Initial Contract period: 2 years: _____
1st Optional Contract period: 1 year _____
2nd Optional Contract period: 1 year _____
3rd Optional Contract period: 1 year _____

Bid Evaluation:

1. The price of the bid will be evaluated in Canadian dollars, the Goods and Services tax or the Harmonized Sales Tax excluded, FOB destination including Canadian customs duties and excise taxes included.
2. The estimated annual usage figures are for evaluation purposes only and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.
3. Tipping Fees will be dictated by the Western Regional Waste Management. There will be no markup permitted on tipping fees.

Table 1.1 – INITIAL TWO-YEAR CONTRACT**Table 1.1.1 – REGULARLY SCHEDULED WORK**

| Bin Type | Location | Size | Qty | Pickup Annual Amount | Year 1 Price per Lift | Year 2 Price per Lift | Total of Initial Term | Proposed Container Size |
|---|------------------|--------------------|-----|----------------------|-----------------------|-----------------------|--------------------------------|-------------------------|
| | | | | A | B | C | $=(A \times B) + (A \times C)$ | |
| Closed Metal Waste Containers (Identified for Garbage) | Terminal | 70"L x 70"W x 36"H | 1 | 52 | | | | |
| Closed Metal Waste Containers (Identified for Garbage) | Terminal | 70"L x 70"W x 36"H | 2 | 104 | | | | |
| Closed Metal Waste Containers (Identified for Garbage) | 10 Marine Dr. | 70"L x 70"W x 36"H | 1 | 52 | | | | |
| Closed Metal Waste Containers (Identified for Garbage) | Maintenance Shop | 70"L x 70"W x 36"H | 1 | 52 | | | | |
| Open Metal Waste Containers (Identified for Construction Waste) | Maintenance Shop | 15 Cubic Yard | 1 | 4 | | | | |
| Open Metal Waste Containers (Identified for Garbage) | MV Leif Ericson | 15 Cubic Yard | 1 | 35 | | | | |
| | | | | | | | | |
| Sub-total of Initial Two-year Term Table 1.1.1 | | | | | | | | |

ON AN "AS AND WHEN REQUESTED BASIS (BY WAY OF TASK AUTHORIZATION)**Table 1.1.2**

| Bin Type | Location | Size | Qty | Pickup Annual Amount | Year 1 Price per Lift | Year 2 Price per Lift | Total of Initial Term | Proposed Container Size |
|---|------------------|---------------|-----|----------------------|-----------------------|-----------------------|--------------------------------|-------------------------|
| | | | | A | B | C | $=(A \times B) + (A \times C)$ | |
| Open Metal Waste Containers (Identified for Construction Waste) | Maintenance Shop | 15 Cubic Yard | 1 | 4 | | | | |
| | | | | | | | | |
| Sub-total of Initial Two-year Term Table 1.1.2 | | | | | | | | |

TOTAL EVALUATED PRICE INITIAL TWO-YEAR TERM

Subtotal 1.1.1 \$ _____

Subtotal 1.1.2 \$ _____

TOTAL \$ _____

Table 1.2 - OPTIONAL PERIOD 1: ONE YEAR PERIOD**Table 1.2.1 – REGULARLY SCHEDULED WORK**

| Bin Type | Location | Size | Qty | Pickup Annual Amount | Year 1 Price per Lift | Total of Option Period 1 | Proposed Container Size |
|--|------------------|--------------------|-----|----------------------|-----------------------|--------------------------|-------------------------|
| | | | | A | B | =AxB | |
| Closed Metal Waste Containers (Identified for Garbage) | Terminal | 70"L x 70"W x 36"H | 1 | 52 | | | |
| Closed Metal Waste Containers (Identified for Garbage) | Terminal | 70"L x 70"W x 36"H | 2 | 104 | | | |
| Closed Metal Waste Containers (Identified for Garbage) | 10 Marine Dr. | 70"L x 70"W x 36"H | 1 | 52 | | | |
| Closed Metal Waste Containers (Identified for Garbage) | Maintenance Shop | 70"L x 70"W x 36"H | 1 | 52 | | | |
| Open Metal Waste Containers (Identified for Garbage) | MV Leif Ericson | 15 Cubic Yard | 1 | 35 | | | |
| Subtotal of Optional Period 1 Table 1.2.1 | | | | | | | |

ON AN "AS AND WHEN REQUESTED BASIS (BY WAY OF TASK AUTHORIZATION)**Table 1.2.2**

| Bin Type | Location | Size | Qty | Pickup Annual Amount | Year 1 Price per Lift | Total of Initial Term | Proposed Container Size |
|---|------------------|---------------|-----|----------------------|-----------------------|-----------------------|-------------------------|
| | | | | A | B | =(AxB) | |
| Open Metal Waste Containers (Identified for Construction Waste) | Maintenance Shop | 15 Cubic Yard | 1 | 4 | | | |
| Sub-total of Option Period 1 Table 1.2.2 | | | | | | | |

TOTAL EVALUATED PRICE OPTION PERIOD 1

Subtotal 1.2.1 \$ _____

Subtotal 1.2.2 \$ _____

TOTAL \$ _____

Table 1.3 - OPTIONAL PERIOD 2: ONE YEAR PERIOD**Table 1.3.1 – REGULARLY SCHEDULED WORK**

| Bin Type | Location | Size | Qty | Pickup Annual Amount | Year 1 Price per Lift | Total of Option Period 1 | Proposed Container Size |
|--|------------------|--------------------|-----|----------------------|-----------------------|--------------------------|-------------------------|
| | | | | A | B | =AxB | |
| Closed Metal Waste Containers (Identified for Garbage) | Terminal | 70"L x 70"W x 36"H | 1 | 52 | | | |
| Closed Metal Waste Containers (Identified for Garbage) | Terminal | 70"L x 70"W x 36"H | 2 | 104 | | | |
| Closed Metal Waste Containers (Identified for Garbage) | 10 Marine Dr. | 70"L x 70"W x 36"H | 1 | 52 | | | |
| Closed Metal Waste Containers (Identified for Garbage) | Maintenance Shop | 70"L x 70"W x 36"H | 1 | 52 | | | |
| Open Metal Waste Containers (Identified for Garbage) | MV Leif Ericson | 15 Cubic Yard | 1 | 35 | | | |
| Subtotal of Optional Period 2 Table 1.3.1 | | | | | | | |

ON AN "AS AND WHEN REQUESTED BASIS (BY WAY OF TASK AUTHORIZATION)**Table 1.3.2**

| Bin Type | Location | Size | Qty | Pickup Annual Amount | Year 1 Price per Lift | Total of Initial Term | Proposed Container Size |
|---|------------------|---------------|-----|----------------------|-----------------------|-----------------------|-------------------------|
| | | | | A | B | =(AxB) | |
| Open Metal Waste Containers (Identified for Construction Waste) | Maintenance Shop | 15 Cubic Yard | 1 | 4 | | | |
| Sub-total of Option Period 2 Table 1.3.2 | | | | | | | |

TOTAL EVALUATED PRICE OPTION PERIOD 2

Subtotal 1.3.1 \$ _____

Subtotal 1.3.2 \$ _____

TOTAL \$ _____

Table 1.4 - OPTIONAL PERIOD 3: ONE YEAR PERIOD**Table 1.4.1 – REGULARLY SCHEDULED WORK**

| Bin Type | Location | Size | Qty | Pickup Annual Amount | Year 1 Price per Lift | Total of Option Period 1 | Proposed Container Size |
|--|------------------|--------------------|-----|----------------------|-----------------------|--------------------------|-------------------------|
| | | | | A | B | =AxB | |
| Closed Metal Waste Containers (Identified for Garbage) | Terminal | 70"L x 70"W x 36"H | 1 | 52 | | | |
| Closed Metal Waste Containers (Identified for Garbage) | Terminal | 70"L x 70"W x 36"H | 2 | 104 | | | |
| Closed Metal Waste Containers (Identified for Garbage) | 10 Marine Dr. | 70"L x 70"W x 36"H | 1 | 52 | | | |
| Closed Metal Waste Containers (Identified for Garbage) | Maintenance Shop | 70"L x 70"W x 36"H | 1 | 52 | | | |
| Open Metal Waste Containers (Identified for Garbage) | MV Leif Ericson | 15 Cubic Yard | 1 | 35 | | | |
| Subtotal of Optional Period 3 Table 1.4.1 | | | | | | | |

ON AN "AS AND WHEN REQUESTED BASIS (BY WAY OF TASK AUTHORIZATION)

Table 1.4.2

| Bin Type | Location | Size | Qty | Pickup Annual Amount | Year 1 Price per Lift | Total of Initial Term | Proposed Container Size |
|---|------------------|---------------|-----|----------------------|-----------------------|-----------------------|-------------------------|
| | | | | A | B | =(AxB) | |
| Open Metal Waste Containers (Identified for Construction Waste) | Maintenance Shop | 15 Cubic Yard | 1 | 4 | | | |
| Sub-total of Option Period 3 Table 1.4.2 | | | | | | | |

TOTAL EVALUATED PRICE OPTION PERIOD 3

Subtotal 1.4.1 \$ _____

Subtotal 1.4.2 \$ _____

TOTAL \$ _____

FOR EVALUATION PURPOSES ONLY GRAND TOTAL

TOTAL INITIAL TWO-YEAR CONTRACT \$ _____

TOTAL OPTION PERIOD 1 \$ _____

TOTAL OPTION PERIOD 2 \$ _____

TOTAL OPTION PERIOD 3 \$ _____

GRAND TOTAL \$ _____

ANNEX "C"**INSURANCE REQUIREMENTS****1. Commercial General Liability Insurance G2001C**

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 \$5,000,000 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

-
- 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. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - o. **Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act, S.C. 1993, c. J-2, s.1](#)**, if a suit is instituted for or against Canada which the Insurer would, 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 G2020C

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 \$5,000,000 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

Solicitation No. - N° de l'invitation

XXXXX-XXXXXX/X

Client Ref. No. - N° de réf. du client

XXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

CCC No./N° CCC - FMS No./N° VME

ANNEX “D”

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

Please see attached

Task Authorization Autorisation de tâche

Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization
(Use form DND 626 for contracts for the Department of National Defence)

Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche
(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)

Contract Number

Enter the PWGSC contract number.

Numéro du contrat

Inscrire le numéro du contrat de TPSGC.

Contractor's Name and Address

Enter the applicable information

Nom et adresse de l'entrepreneur

Inscrire les informations pertinentes

Security Requirements

Enter the applicable requirements

Exigences relatives à la sécurité

Inscrire les exigences pertinentes

Total estimated cost of Task (Applicable taxes extra)

Enter the amount

Coût total estimatif de la tâche (Taxes applicables en sus)

Inscrire le montant

For revision only

Aux fins de révision seulement

TA Revision Number

Enter the revision number to the task, if applicable.

Numéro de la révision de l'AT

Inscrire le numéro de révision de la tâche, s'il y a lieu.

Total Estimated Cost of Task (Applicable taxes extra) before the revision

Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.

Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision

Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.

Increase or Decrease (Applicable taxes extra), as applicable

As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.

Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu

S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

1. Required Work: Complete sections A, B, C, and D, as required.

1. Travaux requis : Remplir les sections A, B, C et D, au besoin.

A. Task Description of the Work required:

Complete the following paragraphs, if applicable.
Paragraph (a) applies only if there is a revision to an authorized task.

(a) Reason for revision of TA, if applicable:
Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.

(b) Details of the activities to be performed (include as an attachment, if applicable)

(c) Description of the deliverables to be submitted (include as an attachment, if applicable).

(d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).

A. Description de tâche des travaux requis :

Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a une révision à une tâche autorisée.

(a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.

(b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).

(c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).

(d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

B. Basis of Payment:

Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

C. Cost of Task:**Insert Option 1 or 2:****Option 1:**

Total estimated cost of Task (Applicable taxes extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

Option 2:

Total cost of Task (Applicable taxes extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

D. Method of Payment

Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

B. Base de paiement :

Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

C. Coût de la tâche :**Insérer l'option 1 ou 2****Option 1 :**

Coût total estimatif de la tâche (Taxes applicables en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

Option 2 :

Coût total de la tâche (Taxes applicables en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

D. Méthode de paiement

Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

2. Authorization(s):

The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

3. Contractor's Signature

The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

2. Autorisation(s) :

Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat. Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.

3. Signature de l'entrepreneur

La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

| | |
|--|--|
| Contractor's Name and Address - Nom et l'adresse de l'entrepreneur | Task Authorization (TA) No. - N° de l'autorisation de tâche (AT) |
| | Title of the task, if applicable - Titre de la tâche, s'il y a lieu |
| | Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$ |

Security Requirements: This task includes security requirements
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

☐ No - Non ☐ Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

►

For Revision only - Aux fins de révision seulement

| | | |
|--|--|---|
| TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu | Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$ | Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$ |
|--|--|---|

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

| | |
|---|--|
| A.Task Description of the Work required - Description de tâche des travaux requis | See Attached - Ci-joint <input type="checkbox"/> |
| B. Basis of Payment - Base de paiement | See Attached - Ci-joint <input type="checkbox"/> |
| C. Cost of Task - Coût de la tâche | See Attached - Ci-joint <input type="checkbox"/> |
| D. Method of Payment - Méthode de paiement | See Attached - Ci-joint <input type="checkbox"/> |

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

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

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date