



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

PWGSC/TPSGC Acquisitions Bid Receiving  
Box/Boîte de Réception des Soumissions  
Bid Receiving Box/Boîte de Récepti  
1st Floor/1ière étage, Suite 1212  
100-1045 Main Street  
Moncton  
New Brunswick  
E1C 1H1  
Bid Fax: (506) 851-6759

**INVITATION TO TENDER**

**APPEL D'OFFRES**

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

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

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Acquisitions NB/PEI (Moncton Office) – Bureau  
d'acquisitions N.-B./Î.-P.-É. (Moncton)  
1045 Main Street / 1045, rue Main  
Moncton  
New Bruns  
E1C 1H1

<b>Title - Sujet</b> Dry Garbage Removal - Gagetown	
<b>Solicitation No. - N° de l'invitation</b> W6898-210525/A	<b>Date</b> 2021-01-14
<b>Client Reference No. - N° de référence du client</b> W6898-210525	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-037-5889
<b>File No. - N° de dossier</b> MCT-0-43114 (037)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Standard Time AST <b>on - le 2021-02-03</b> Heure Normale de l'Atlantique HNA	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacDonald (MCT), Anne	<b>Buyer Id - Id de l'acheteur</b> mct037
<b>Telephone No. - N° de téléphone</b> (902) 314-1009 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN B18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 SECURITY REQUIREMENTS .....	3
1.2 STATEMENT OF WORK.....	3
1.3 DEBRIEFINGS .....	3
1.4 EPOST CONNECT SERVICE .....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
<b>2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....</b>	<b>3</b>
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS .....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	9
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>9</b>
6.1 SECURITY REQUIREMENTS .....	9
6.2 STATEMENT OF WORK.....	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF CONTRACT .....	10
6.5 AUTHORITIES .....	10
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	11
6.7 PAYMENT .....	11
6.8 INVOICING INSTRUCTIONS .....	12
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	12
6.10 APPLICABLE LAWS.....	12
<b>6.11 PRIORITY OF DOCUMENTS .....</b>	<b>12</b>
6.12 <i>SACC MANUAL</i> CLAUSES .....	12
6.13 DISPUTE RESOLUTION.....	13
6.14 INSURANCE - SPECIFIC REQUIREMENTS.....	13
<b>ANNEX "A".....</b>	<b>16</b>
BASIS OF PAYMENT .....	16
<b>ANNEX "B" .....</b>	<b>17</b>
<b>MANDATORY REQUIREMENTS .....</b>	<b>17</b>

Solicitation No. - N° de l'invitation  
W6898-210525/A  
Client Ref. No. - N° de réf. du client  
W6898-210525

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43114

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

---

<b>ANNEX "C"</b> .....	<b>18</b>
COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER.....	18
<b>ANNEX "D" TO PART 3 OF THE BID SOLICITATION</b> .....	<b>19</b>
ELECTRONIC PAYMENT INSTRUMENTS.....	19
<b>ANNEX "E"</b> .....	<b>20</b>
STATEMENT OF WORK .....	20

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

N/A

### **1.2 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.  
(B4007T 2014-06-26)

### **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.

### **1.4 epost Connect service**

"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."

## **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.

#### **2.1.1 SACC Manual Clauses**

C9000T	Pricing	2010/08/16
--------	---------	------------

## 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:

PWGSC Acquisitions, Bid Receiving Box  
1st Floor, Suite 1212  
100-1045 Main Street  
Moncton, NB E1C 1H1

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

[TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

**Facsimile number: (506) 851-6759**

### 2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

(A9076T 2007/05/25)

### 2.2.2 Optional Site Visit

Not applicable.

## 2.3 Former Public Servant

### Former Public Servant - Competitive Bid

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 (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 **New Brunswick**.

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 – Not applicable  
Section II: Financial Bid –Annex A Basis of Payment  
Section III: Certifications Bidders must submit the certifications and additional information required under Part 5  
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 (  0   hard copies)  
Section II: Financial Bid (  1   hard copies)  
Section III: Certifications (  1   hard copies)  
Section IV: Additional Information (  1   hard copies)

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.

#### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

## **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.

### **4.2 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 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 declaration form available on the [Forms for the Integrity Regime](#) 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 provided 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 property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's 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 Additional Certifications Precedent to Contract Award**

See Annex B.

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

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

### **6.2 Statement of Work**

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

### **6.3 Standard Clauses and Conditions**

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

### **6.3.1 General Conditions**

2010C (2020/05/28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

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

The Work is to be performed during the period of 15 October 2020 to 14 October, 2021.

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Anne MacDonald  
Public Services and Procurement Canada  
Acquisitions Branch

Address: Sherwood Business Centre  
161 St. Peters Road  
2nd Floor, Suite 204  
Charlottetown, PE  
C1A 5P7

Telephone: (902)314-1009

Facsimile: (902) 566-7514

E-mail address: [anne.macdonald@pwgsc-tpsgc.gc.ca](mailto:anne.macdonald@pwgsc-tpsgc.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.

Solicitation No. - N° de l'invitation  
W6898-210525/A  
Client Ref. No. - N° de réf. du client  
W6898-210525

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43114

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

---

### 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative (Offeror please complete)

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

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

### 6.7 Payment

#### 6.7.1 Basis of Payment

##### Basis of Payment

For the Work described in Annex A.

#### 6.7.2 Limitation of price

SACC Manual clause C6000C (2017/08/17) Limitation of price

### 6.7.3 SACC Manual Clauses

SACC Reference	Section	Date
H1008C	Monthly Payment	2008/05/12

### 6.7.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 6.8 Invoicing Instructions

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

### 6.9 Certifications and Additional Information

#### 6.9.1 Compliance

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

### 6.10 Applicable Laws

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

### 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010C (2020/05/28), General Conditions - Services (Medium Complexity);
- (c) Annex E, Statement of Work;
- (d) the Contractor's bid dated \_\_\_\_\_ as amended on \_\_\_\_\_.

### 6.12 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16

### 6.13 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".

### 6.14 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements. 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, 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.

#### 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 Department of National Defence.
  - 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) **Sudden and Accidental Pollution Liability (minimum 120 hours):** To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o) **Litigation Rights:** Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, 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:**

Solicitation No. - N° de l'invitation  
W6898-210525/A  
Client Ref. No. - N° de réf. du client  
W6898-210525

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43114

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

---

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.

Solicitation No. - N° de l'invitation  
W6898-210525/A  
Client Ref. No. - N° de réf. du client  
W6898-210525

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43114

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX "A"**

### **BASIS OF PAYMENT**

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

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

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

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

(see attached)

## **ANNEX "B"**

### **MANDATORY REQUIREMENTS**

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

#### **1. Mandatory Criteria**

1. Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within seven (7) days and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Within seven (7) days and prior to award of Service Contract, the bidder shall be required to provide proof of Liability Insurance in the amount of \$2,000,000.00.
5. Bidder must provide, upon request from the Contracting Authority, a list of equipment. Equipment is subject to inspection and approval by the Department of National Defence (DND) prior to award of Service Contract.

#### **2. A0069T (2007/05/25) Basis of Selection - Mandatory Requirements Only**

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



Solicitation No. - N° de l'invitation  
W6898-210525/A  
Client Ref. No. - N° de réf. du client  
W6898-210525

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43114

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX "D" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation  
W6898-210525/A  
Client Ref. No. - N° de réf. du client  
W6898-210525

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43114

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX "E"**

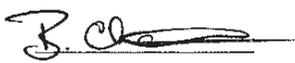
### **STATEMENT OF WORK**

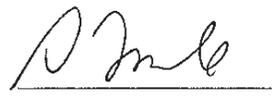


**DEPARTMENT OF NATIONAL DEFENCE  
REAL PROPERTY OPERATIONS  
DETACHMENT (GAGETOWN)  
5 CDSB GAGETOWN**

**SPECIFICATION**

SERVICE CONTRACT  
REMOVAL OF DRY GARBAGE  
BASE AND TRAINING AREA  
01 APRIL 2021 TO 31 MARCH 2022  
WITH OPTIONS TO RENEW FOR  
TWO, ONE-YEAR PERIODS

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

PF No:

Job No: L-G2-9900/1835

Date: 2020-06-15

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	5
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1
<u>Annexes</u>		
Annex A	Location, Quantity and Schedules of Front-Loads	3
Annex B	Location, Quantity and Schedules of Roll-Offs	2
Annex D	Location, Basis of Payment for Dumpsters not listed in Annex A & B	1

**END OF SECTION**

**1 GENERAL**

**1.01 DESCRIPTION OF WORK**

- .1 The work under this Service Contract comprises the furnishing of all labour and equipment required to remove dry garbage from within the Base Area and transport to Fredericton Sanitary Landfill Site as specified herein.

**1.02 PERIOD OF CONTRACT**

- .1 This Service Contract is to be in effect from 01 April 2021 to 31 March 2022, with options to renew for two one-year periods.

**1.03 ENGINEER**

- .1 The Engineer is defined and stated in this specification will be the Officer Commanding Real Property Operations Detachment (Gagetown) or a designated representative.
- .2 The address of the Engineer is:  
Contracts Office  
Real Property Operations Det Gagetown  
Building B-18  
238 Champlain Avenue  
PO Box 1700 Station Forces  
Oromocto, NB E2V 4J5  
Tel. (506) 422-2000 Ext. 2677  
Fax (506) 422-1248

**1.04 WORK EXCLUDED**

- .1 The Contractor will not be required to handle large quantities of heavy metal parts.

**1.05 CONTRACTOR'S USE OF SITE**

- .1 Work site access will be directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Do not unreasonably encumber the site with materials or equipment.

**1.06 GARBAGE PICK-UP SCHEDULE**

- .1 The location, sizes, and pick-up frequencies of all containers are as detailed in Annex A and Annex B of this specification. Please note that containers are to be placed and emptied at Camp Argonaut as per Annex A are for the months of June, July and August only.
- .2 DND may make temporary or permanent additions and/or deletions to the quantities and/or frequencies in Annex A and Annex B using the prices tendered by the Contractor for extra containers (See Annex D). Such changes

can be made at any time. When this service is required, the Engineer will notify the Contractor and detail the requirement, size of container, and frequency of pick-ups.

- .3 The Contractor will provide the services as indicated in Annex A, Annex B and Annex D between 0730hrs and 1700hrs on days noted in the schedule.
- .4 The Contractor will schedule pickups so not to interfere with locking of compounds.

### **1.07 TIPPAGE**

- .1 Tippage fees are to be captured in the submitted price in section 00 21 13 sub section 1.14. Approx 2750 metric tons per year.

### **1.08 EQUIPMENT REQUIRED**

- .1 The containers necessary for this contract will consist of the following:
  - .1 3m<sup>3</sup> (4yd<sup>3</sup>), 4.5m<sup>3</sup> (6yd<sup>3</sup>), 6m<sup>3</sup> (8yd<sup>3</sup>), 15m<sup>3</sup> (20yd<sup>3</sup>), 23m<sup>3</sup> (30yd<sup>3</sup>) and 30.5m<sup>3</sup> (40yd<sup>3</sup>) containers supplied by the Contractor.
- .2 Each front load container from 3m<sup>3</sup> (4yd<sup>3</sup>) to 6m<sup>3</sup> (8yd<sup>3</sup>) shall be of the following style:
  - .1 sloping top; and
  - .2 equipped with polyethylene lid and kept in good working condition at all times.
- .3 Each roll off container from 15m<sup>3</sup> (20yd<sup>3</sup>) to 30.5m<sup>3</sup> (40yd<sup>3</sup>) shall be equipped with a back door in good working order.
- .4 All container capacities are approximate.

### **1.09 RESPONSIBILITIES**

- .1 The Contractor will ensure that the containers are maintained, cleaned quarterly, painted when required and free of objectionable odours. Contractor to supply a list of containers that have been maintained quarterly to the Engineer.
- .2 All containers that are used at all kitchen locations shall be removed from site and steam cleaned and sanitized once monthly. A report in writing will be faxed to the Engineer.
- .3 DND will not be responsible for any damage to the Contractor's equipment as a result of normal operation.
- .4 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
- .5 Work undertaken at the request of anyone other than the Engineer, or his designated representative, will be entirely at the Contractor's risk with regard to payment.
- .6 The Contractor will not refuse any call for service requested by the Engineer and will carry out the service within 24 hours.

### 1.10 WORK STANDARDS

- .1 In the event of spillage at the site during loading or in transit, the effected area will be cleaned up by the Contractor.
- .2 Care will be taken in the handling of garbage containers to prevent damage. Containers will be returned to their original locations with lids closed after emptying.
- .3 Contractor to allow provision for the possibility of having to remove frozen garbage from the containers located at pick-up points.

### 1.11 VEHICLE REGULATIONS

- .1 Contractor vehicles will be of adequate size to perform daily operations including hauling of materials and tools to each jobsite. Vehicles will also have the Company Logo attached minimum one per side.
- .2 Vehicles to be in good condition, equipped with lights, horn, signal lights, and rear view mirror in accordance with the Motor Vehicle Act of the Province of New Brunswick.
- .3 Vehicles to be equipped with a rear flashing amber light and back up beeper.
- .4 Vehicles and operators will be licensed in accordance with regulations of the Province of New Brunswick.
- .5 Contractor to ensure adherence by their personnel to DND regulations pertaining to traffic control, parking and speed limits.
- .6 Base policy states when vehicles will be parked, they will be backed into a parking space wherever possible.

### 1.12 CODES AND STANDARDS

- .1 Services will be performed in accordance with existing Provincial and Municipal Regulations and by-laws. The Contractor will be responsible for any charges imposed by such regulations and by-laws.

### 1.13 SPECIAL CONDITIONS

- .1 If the Contractor's access to a container is prevented due to illegal vehicle parking, the Contractor is to note the make, model and license number of the vehicle and forward the information to the Engineer. The blocked container will be emptied on its next scheduled pick-up. No additional charges will be paid for blocked containers.
- .2 If a major snowfall occurs on the day or evening preceding a regular scheduled pick-up, the pick-up will be delayed one day to allow access to all containers. No additional charge will be levied for such an occurrence.
- .3 Snow cleaning to allow the Contractor access to the containers will be the responsibility of DND.

#### **1.14 TENDER**

- .1 The Contractor will submit a monthly price for the locations, quantities and frequencies listed in Annex A and Annex B. Such prices are to include all costs to complete the work including supervision, equipment and profit.
- .2 The Contractor will submit prices as per Annex D attached. Annex D are for dumpsters not included in Annex A and B. Such prices are to include all costs to complete the work including supervisor, equipment.
- .3 Dry Garbage containers for Annex D will be located by way of Building Numbers or geographically located throughout the Training Area using the Global Positioning System (GPS). Horizontal coordinate for the collection bin locations will be collected to within 15m of their actual position. Therefore, a Garmin Model #GPS72-12 channel receiver or Megellan Triton 2000 - North America Model 20 channel receiver or an approved equal positioning device with a horizontal accuracy of 15m will be required. The GPS must be able to convert from GPS World Geodetic System 1984 (WGS84) coordinates (latitude/longitude) to the Universal Transverse Mercator (UTM), North American Datum 1983 (NAD83) coordinates. Coordinates will be given to the Contracts Manager to the nearest metre in the following format: 7 digit Northing (5000000N) and 6 digit Easting (700000E).

#### **1.15 INVOICING AND RECEIPTS**

- .1 The Contractor will forward the original copy of invoices at the end of each month covering all charges for the monthly period to the Engineer. Invoices sent to the Engineer must clearly indicate contract number, work order number and requisition number issued to the contractor at the beginning of the month for the containers listed in Annex A and Annex B. These are to be considered the basic service for the month and can be grouped as such on the invoice at the lump sum cost per month that was tendered. Containers listed in Annex A and B must be itemized to show date, location, size of container and cost as well as work order and requisition number issued on the request for additional service.
- .2 Containers listed in Annex D must be itemized to show date, location, size of container and cost as well as work order and requisition number issued on the request for additional service.
- .3 Charges may be verified by Government Audit before or after payment is made under the terms of this contract.

#### **1.16 DAILY LOG**

- .1 The Contractor shall maintain a daily log for verification purposes, of all garbage containers.
- .2 The log shall indicate the day and date each garbage container was emptied.
- .3 The log shall be signed by the employee completing the work.
- .4 The daily log is to be made available to the Engineer when requested.

### 1.17 CONTRACTOR PASSES

- .1 All Contractor employees will have in their possession at all times while on the Base an authorized Contractor Pass while employed on DND property. Such passes will be produced on demand to the Military Police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section building F-19 for the issuance of pass.
- .3 A photocopy of passes is to be provided to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.

### 1.18 SECURITY CLEARANCE

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This roster must be made available to the Engineer upon request.
- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon request.

**END OF SECTION**

## **1 GENERAL**

### **1.01 REFERENCES**

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations (Latest Version).
- .2 Province of New Brunswick
  - .1 Occupational Health and Safety Act, S.N.B. (Latest Version).

### **1.02 REGULATORY REQUIREMENTS**

- .1 Do work in accordance with the safety measures of the National Building Code of Canada (latest edition), the Canada Labour Code Part II, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent of requirements shall be applied.

### **1.03 RESPONSIBILITY**

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations and ordinances. Contractor to provide a site-specific Health and Safety Plan for review by Engineer prior to award of this contract.

### **1.04 UNFORESEEN HAZARDS**

- .1 Should any unforeseen or peculiar safety-related factor, hazard or condition become evident during performance of Work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

### **1.05 CORRECTION OF NON-COMPLIANCE**

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop Work if non-compliance of health and safety regulations is not corrected.

### **1.06 WORK STOPPAGE**

- .1 Give precedence to safety and health of public and site personnel and

protection of environment over cost and schedule considerations for Work.

#### **1.07 SAFETY MEASURES**

- .1 Observe and enforce safety regulations required by Part 2 Canada Labour Code; Canada Occupational Health and Safety Regulations; N.B. Occupational Health and Safety Regulations 91-191; Workplace Health, Safety and Compensation Commission of New Brunswick (WHSCC); all applicable Federal, Provincial and Municipal Legislation and Engineer Branch Safety Policies.
- .2 In the event of conflict between any provisions of the above authorities, the most stringent provisions will apply.
- .3 The Contractor shall ensure that employees have sufficient personal protective equipment to guard them from all hazards to which they may be exposed.

#### **1.08 WHMIS**

- .1 Comply with regulations regarding Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Human Resources and Skills development Canada and Health Canada.

**END OF SECTION**

### 1.01 FIRE SAFETY PLAN

- .1 Contractors and their personnel will be familiar with this section as well as the National Fire Code of Canada, latest edition and applicable building fire orders which are posted in all DND buildings.

### 1.02 FIRE DEPARTMENT BRIEFING

- .1 The Engineer shall coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Fire Chief before any work is commenced.

### 1.03 REPORTING FIRES

- .1 Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- .2 Report immediately all fire incidents to the Fire Department as follows:
  - .1 Activate the nearest fire alarm pull station; or
  - .2 Telephone:
    - .1 Base - 911
    - .2 Range Control - 422-2000 Ext 2482.
- .3 Persons activating fire alarm box shall remain at a safe location outside of building to direct Fire Department to scene of fire.
- .4 When reporting a fire by telephone, give the location of the fire, name or number of building and be prepared to verify the location.

### 1.04 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS

- .1 Fire protection and alarm systems shall not be: be:
  - .1 Obstructed.
  - .2 Shut-off.
  - .3 Left inactive at the end of a working day or shift without notification and authorization from the Fire Chief or his representative.
- .2 Fire hydrants, standpipes and hose systems shall not be used for other than fire fighting purposes unless authorized by the Fire Chief.

### 1.05 FIRE EXTINGUISHERS

- .1 The Contractor shall supply fire extinguishers, as scaled by the Fire Chief, necessary to protect, in an emergency, the work in progress and the contractors physical plant on site.

### 1.06 BLOCKAGE OF ROADWAYS

- .1 The Fire Chief shall be advised of any work would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Fire Chief, erecting of barricades and the digging of trenches.

### 1.07 SMOKING PRECAUTIONS

- .1 Although smoking is not permitted in hazardous areas, care must still be exercised in the use of smoking materials in non-restricted areas.
- .2 Smoking is not permitted in DND buildings.

### 1.08 RUBBISH AND WASTE MATERIALS

- .1 Rubbish and waste materials are to be kept to minimum.
- .2 The burning of rubbish is prohibited unless approved by the Fire Chief.
- .3 Removal:
  - .1 All rubbish shall be removed from the work site at the end of the work day or shift or as directed.
- .4 Storage:
  - .1 Extreme care is required where it is necessary to store oily waste in work areas to ensure maximum possible cleanliness and safety.
  - .2 Greasy or oily rags or materials subject to spontaneous combustion shall be deposited and kept in an approved receptacle and removed as required.

### 1.09 FLAMMABLE LIQUIDS

- .1 The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada.
- .2 Flammable liquids such as gasoline, kerosene, naphtha may be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing the Underwriter's Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for work purposes, requires the permission of the Fire Chief.
- .3 Transfer of flammable liquids is prohibited within buildings.
- .4 Transfer of flammable liquids shall not be carried out in the vicinity of open flame or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38°C such as naphtha or gasoline shall not be used as solvents or cleaning agents.
- .6 Flammable waste liquids, for disposal, shall be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and the Fire Department is to be notified when disposal is required.

### 1.10 HAZARDOUS SUBSTANCES

- .1 If the work entails the use of any toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the National Fire Code of Canada.
- .2 The Fire Chief is to be advised, and a "Hot Work" permit issued in all cases involving welding, burning or the use of blow torches and salamanders, in

buildings or facilities. Special precautions are necessary to safeguard life and property from damage by fire or explosives.

- .3 Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers, equipped with sufficient fire extinguishers shall be provided. The determination of dangerous or hazardous areas along with the level of precaution necessary for fire Watch shall be at the discretion of the Fire Chief. Contractors are responsible for providing fire watch service for their work on a scale established and in conjunction with the Fire Chief at the pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation shall be assured and all sources of ignition are to be eliminated. The Fire Chief is to be informed prior to and at the cessation of such work.

#### **1.11 QUESTIONS AND/ OR CLARIFICATION**

- .1 Any questions or clarification on Fire Safety in addition to the above requirements shall be directed to and cleared through the Fire Chief.

#### **1.12 FIRE INSPECTIONS**

- .1 Site inspections by Fire Chief will be coordinated through Engineer.
- .2 The Fire Chief or his representative will allowed unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire Safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations observed by Fire Chief.
- .5 The Fire Chief shall be allowed unrestricted access to the work site.
- .6 The Contractor shall co-operate with the Fire Chief during routine inspections for the work site.
- .7 The Contractor shall immediately remedy all unsafe fire situations identified by the Fire Chief.

**END OF SECTION**

### 1.01 GENERAL

- .1 Contractors will take all reasonable steps to ensure that they and their employees have complied with all pertinent Legislation and have protected the environment.

### 1.02 DISPOSAL OF WASTES

- .1 Do not bury rubbish or waste on site. All wastes must be disposed of in designated containers, unless approved by the Engineer.
- .2 Contractor to handle and dispose of hazardous wastes in accordance with federal or provincial Legislation.
- .3 Hazardous wastes not to be disposed of in non-hazardous waste bin.
- .4 Contractor to have permission from Engineer prior to disposal of hazardous or non hazardous waste.

### 1.03 SPILL PROTECTION

- .1 The Contractor must have adequate spill response materials/equipment for any hazardous materials used in the completion of the work (ie. fuels, oils, lubricants, etc).
- .2 In the event of a spill the Contractor will immediately take corrective action to clean up the material.
- .3 In the event of a spill over one litre of a hazardous material, the Contractor will immediately inform proper authorities at the 5 CDSB Gagetown Firehall, tel, 1-506-422-2000 local 2106 and take necessary remedial action.

**END OF SECTION**

BASE AREA								
DESCRIPTION				SCHEDULE				
BUILD#	LOCATION	m <sup>3</sup>	QTY.	Mon.	Tues.	Wed.	Thurs.	Fri.
A 5	MUSEUM	4.5	1	√			√	
A 7	QUARTERS	3	1	√			√	
A 9	KITCHEN	4.5	1	√		√		√
A 10	QUARTERS	4.5	1	√			√	
A 11	QUARTERS	4.5	1	√			√	
A 13	WATER TREATMENT PLANT	4.5	1	√			√	
A 15	SOLDIER ARENA	3	1	√			√	
A 29	GAGE CENTER	4.5	1	√			√	
A 41	RETAIL/STORAGE CANEX	6	1	√			√	
A 42	MAIN COMPLEX	4.5	1	√		√		√
A 42	GRIFFINS RESTAURANT	6	1	√		√		√
A 45	MFRC	4.5	1	√			√	
A 47	DENTAL TRAILER	6	1	√			√	
A 47	MEDICAL BLDG	4.5	1			√		√
B 1	GARAGE	4.5	2	√		√		√
B 7	GARAGE	4.5	1	√			√	
B 9	GARAGE	4.5	2	√			√	
B 10	BASE SUPPLY	4.5	4	√		√		√
B 14	CE ROADS & GROUNDS	4.5	3	√			√	
B 18	CE BRANCH	4.5	3	√			√	
B 19	4 ESR	4.5	1	√		√		√
B 45	GARAGE	4.5	1	√			√	
B 58	GARAGE	4.5	1	√			√	
B 59	HAZMAT	4.5	1	√			√	
B 71	DCC OFFICE	6	1	√			√	
C 8	GARAGE	4.5	1	√			√	
C 9	C.H.P.	3	1	√			√	
D 4	RECRUITING CENTER	4.5	1	√			√	
D 5	SIGNALS	4.5	2	√		√		√
D 10	DRILL HALL	4.5	1	√			√	
D 15	DRILL HALL	4.5	1			√		√
D 17	2 RCR HQ	3	1	√			√	
D-21	LECTURE TRAINING BUILDING	3	1	√				√
D 22	MARITIME CLUB	4.5	1	√		√		√
D 23	QUARTERS	4.5	1	√			√	
D 24	QUARTERS	4.5	1	√			√	
D 25	QUARTERS	4.5	1	√			√	
D 27	QUARTERS	4.5	1	√			√	
D 55	COMMS SQN	3	1	√			√	
D 56	RCR MAINTENANCE BUILDING	4.5	2	√		√		√
D 57	RCR COMPLEX	4.5	2	√		√		√
D-60	QUARTERS	6	2			√		
F 1	QUARTERS	4.5	1	√			√	
F 2	QUARTERS	4.5	1	√			√	
F 6	KITCHEN	4.5	1	√			√	

Annex A

Job No. L-G2-9900/1835

Dated: 2020-06-15

F 7	QUARTERS	4.5	1	√			√	
F 12	THEATER	3	1	√			√	
F-19	MAIN GATE	4.5	1	√			√	
G 1	R.C. CHAPEL	3	1	√			√	
G 2	PROT. CHAPEL	3	1	√			√	
G 3	FIREHALL	3	1	√			√	
G 8	QUARTERS	4.5	1	√			√	
H 1	QUARTERS	4.5	2	√			√	
H 3	QUARTERS	4.5	2	√			√	
H 5	LECTURE TRG BLD	4.5	1	√			√	
H 6	SUPPLY STORES	3	1	√			√	
H 7	SUPPLY STORES	3	1	√			√	
H 8	QUARTERS	4.5	1	√			√	
H 10	ASG HEADQUARTERS	4.5	1	√			√	
H 12	DRILL HALL	3	1	√			√	
H 16	CTC HEADQUARTERS	6	1	√			√	
H 17	M P HEADQUARTERS	4.5	1	√			√	
H 18	SUPPLY STORES	4.5	1	√			√	
H 19	TRIAL & EVALUATION	4.5	1	√			√	
H 20	QUARTERS	4.5	1	√			√	
H 21	QUARTERS	4.5	1	√			√	
H 23	QUARTERS	4.5	1	√			√	
H 24	HOBBY SHOP	4.5	1	√			√	
H 33	KITCHEN	6	3	√		√		√
H 34	LEARNING CENTER	4.5	1	√		√		
J 1	GARAGE	4.5	1	√			√	
J 7	CTC	4.5	6	√		√		√
J 8	AIR DEFENCE	4.5	2			√		
J 9	AIR DEFENCE	4.5	1			√		√
J 10	CFSME	4.5	3	√			√	
K 1	GARAGE	4.5	1	√			√	
K 4	GARAGE	4.5	2	√			√	
K 6	GARAGE	4.5	2	√			√	
K 8	GARAGE	4.5	1	√			√	
K 10	GARAGE	4.5	1	√			√	
K 13	GARAGE	4.5	1	√			√	
K13A	CWES	4	1	√			√	
K 14	GARAGE	4.5	1	√			√	
K 15	GARAGE	4.5	1	√			√	
K 16	GARAGE	4.5	1	√			√	
K 17	GARAGE	4.5	2	√			√	
K-18	GARAGE	4.5	1	√			√	
K 19	GARAGE	4.5	1	√			√	
K 60	INDOOR WASH RACK	3	1	√			√	
K 69	RANGE CONTROL	4.5	1	√			√	
K 71	TARGET SHED	3	1	√			√	
K 73	MAINTENANCE BLDG	4.5	1	√			√	
K 75	TRAINING BLDG	4.5	1	√			√	
K 79	GARAGE CFSME	4.5	1			√		
K 82	FORESTRY	3	1			√		
K 92	LAV TRG FACILITY	6	3	√			√	
K 95	MAINTENANCE BLDG	6	1	√			√	
K 96	TAPV Building	3m <sup>3</sup>	1	√			√	
K-330	DFO	4.5	1				√	

L 4	HELIPORT	4.5	1			√		
L 24	SIMULATOR BUILD.	4.5	1	√				
L 28	WAREHOUSE/STORAGE	4.5	3				√	
L 32	HELIPORT	4.5	2	√		√		√
L 33	MTSC COMPLEX	6	3	√			√	
L-37	ARMY MET CENTER	4.5	1	√			√	
L-38	ABOLITION BUILDING	4.5	2			√		
L-60	P.O.L.	4.5	1	√			√	
L 105	MILITIA TRG CENTER	4.5	2				√	
LV 9	LINDSAY VALLEY	4.5	1	√			√	
M 2	GYM	4.5	2	√			√	
M 5	QUARTERS	4.5	2	√			√	
N 104	ARGONAUT SUPPLY	4.5	2	√			√	
N 310	HEADQUARTERS	4.5	1	√			√	
N-5	WWTP	4.5	1	√			√	
75 REST	CF HEALTH CENTER	4.5	1	√			√	
ASA	OFFICE BLDG	4.5	1			√		
N/A	FREDERICTON ARMOURY	4.5	1		√		√	
N/A	ASPHALT PLANT AREA	6	1	√			√	
<b>ROLLING HAND PICK</b>								
302 MACK	ENGINEERING BLDG	1 cu yd	1				√	
7 DRUMM	JPSU	1 cu yd	3				√	
F-20	CFHA	1 cu yd	1				√	
<b>SWAN LAKE</b>								
SW-6	BEAR PROOF DUMPSTER	6	1					<b>Monthly (2nd Wednesday)</b>
SW-11	TRAINING BLDG	6	1			√		
<b>LAUVINA WOODS</b>								
LW-7	TRAINING BLDG	6	1					<b>( Every 2nd Thursday)</b>
<b>CAMP PETERSVILLE</b>								
PC 23	ABLUTIONS	4.5	1			√		
PC 25	ABLUTIONS	3	1			√		
PC 27	HOSE REEL SHED	6	1			√		
PC 31	ELT. DEST. HUT	3	1			√		
PC 33	KITCHEN	6	2			√		
PC 42	GUARDHOUSE	3	1			√		
PC 45	TERMINAL BLDG	4.5	1			√		
PC 54	STORAGE SHED	3	1			√		
PC 56	TARGET STORAGE	4.5	1			√		
<b>CAMP ARGONAUT ( 01 JUN - 30 AUG )</b>								
N 18	GENERAL STORAGE	4.5	1	√			√	
N 45	CANTEEN	6	2	√		√		√
N 48	QUARTERS	4.5	1	√			√	
N 76	QUARTERS	4.5	1	√			√	
N 78	QUARTERS	4.5	1	√			√	
N 98	SPRUNG SHELTER	4.5	1	√			√	
N 118	MESS HALL	4.5	3	√		√		√
N 121	ABLUTION	4.5	1	√			√	
WILDERNESS - END ATLANTIC BLVD		4.5	1	√			√	
WATER SITE - SAINT JOHN RIVER		4.5	1	√			√	

**SCHEDULE FOR ROLL OFF DUMPSTERS**

<b><u>BUILDING</u></b>	<b><u>SIZE</u></b>	<b><u>QUANTITY</u></b>	<b><u>FREQUENCY</u></b>
A-42 (Canex)	30.5m <sup>3</sup>	1	Weekly (Wednesday)
B-1	30.5m <sup>3</sup>	1	Monthly (4 <sup>th</sup> Monday)
B-10	30.5m <sup>3</sup>	1	Bi-Weekly (Wednesday)
B-10(wood)	30.5m <sup>3</sup>	1	Bi-Weekly (Wednesday)
B-18	30.5m <sup>3</sup>	3	Bi-Weekly (Wednesday)
B-19	30.5m <sup>3</sup>	1	Monthly (2 <sup>nd</sup> Wednesday)
D-57(wood)	30.5m <sup>3</sup>	1	Monthly (2 <sup>nd</sup> Wednesday)
D-59	30.5m <sup>3</sup>	1	Weekly (Wednesday)
J-7 (wood)	30.5m <sup>3</sup>	1	Bi-Monthly (2 <sup>nd</sup> and 4 <sup>th</sup> Monday)
J-8/J-9 (wood)	30.5m <sup>3</sup>	1	Bi-Monthly (2 <sup>nd</sup> and 4 <sup>th</sup> Monday)
J-10	30.5m <sup>3</sup>	1	Bi-Monthly (2 <sup>nd</sup> Monday)
J-10 (wood)	30.5m <sup>3</sup>	1	Bi-Monthly (2 <sup>nd</sup> and 4 <sup>th</sup> Monday)
K-4	30.5m <sup>3</sup>	1	Bi-Monthly (2 <sup>nd</sup> Monday)
K-19	30.5m <sup>3</sup>	1	Bi-Monthly (2 <sup>nd</sup> Monday)
K-71	30.5m <sup>3</sup>	1	Monthly (2 <sup>nd</sup> Monday)
K-75 (wood)	30.5m <sup>3</sup>	1	Bi-Monthly (2 <sup>nd</sup> and 4 <sup>th</sup> Monday)
K-79 (wood)	30.5m <sup>3</sup>	1	Bi-Monthly (2 <sup>nd</sup> and 4 <sup>th</sup> Monday)

Annex B  
Job No. L-G2-9900/1835  
Date. 2020-06-15

LW-4	15m <sup>3</sup>	1	Bi-Monthly (2 <sup>nd</sup> Tuesday)
N-104	30.5m <sup>3</sup>	1	Monthly (1 <sup>st</sup> Monday)
SW-10	30.5m <sup>3</sup>	1	Quarterly (2 <sup>nd</sup> Monday)
TA 1	30.5m <sup>3</sup>	1	Monthly (1 <sup>st</sup> Monday)
ASA	30.5m <sup>3</sup>	2	Bi-weekly (Mondays
FP 4/5	30.5m <sup>3</sup>	2	Monthly (4 <sup>th</sup> Monday)
South Boundary Demolition Range	30.5m <sup>3</sup>	2	Semi-Annual (1 <sup>st</sup> Monday in May and 4 <sup>th</sup> Monday in October)
Worthington Tank Park	30.5m <sup>3</sup>	1	Bi-Monthly (2 <sup>nd</sup> and 4 <sup>th</sup> Monday)

Annex "D" to  
 Job No. L-G2-9900/1835  
 Dated: 2020-06-15

PRICING INFORMATION

Tenders will quote unit prices for various locations not included in Annex A & B.  
 The following is an approximate quantity for bidding purposes only.  
 Cost to include tippage fees, delivery and removal of container. Note: container may not be full upon removal.

<u>Location</u>	<u>Size</u>	<u>Quantity</u>	<u>Price per Unit</u>	<u>Total cost</u>
Base	3m <sup>3</sup> (4yd <sup>3</sup> )	20		
Training Area	3m <sup>3</sup> (4yd <sup>3</sup> )	20		
Base	4.5m <sup>3</sup> (6yd <sup>3</sup> )	40		
Training Area	4.5m <sup>3</sup> (6yd <sup>3</sup> )	40		
Base	6m <sup>3</sup> (8yd <sup>3</sup> )	50		
Training Area	6m <sup>3</sup> (8yd <sup>3</sup> )	50		
Training Area Bear proof bins	6m <sup>3</sup> (8yd <sup>3</sup> )	15		
Base	15m <sup>3</sup> (20yd <sup>3</sup> )	40		
Training Area	15m <sup>3</sup> (20yd <sup>3</sup> )	60		
Base	23m <sup>3</sup> (30yd <sup>3</sup> )	40		
Training Area	23m <sup>3</sup> (30yd <sup>3</sup> )	60		
Base	30m <sup>3</sup> (40yd <sup>3</sup> )	100		
Training Area	30m <sup>3</sup> (40yd <sup>3</sup> )	125		

Total amount =

## ANNEX "A" BASIS OF PAYMENT

### W6898-210525 - (REFERENCE ANNEX "C" IN THE SPECIFICATION)

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

**NOTE: BIDDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS. HOWEVER, ANY CONTRACT AWARD WILL BE FOR THE TERM OF APRIL 01, 2021 TO MARCH 31, 2022.**

<u>UNIT PRICE TABLE "A"</u>									
Item	Class of Service	Unit of Measure	Estimated Quantity	A Term April 1, 2021 to March 31, 2022		B Option Year April 1, 2022 to March 31, 2023		C Option Year April 1, 2023 to March 31, 2024	
				Price per Unit (\$)	Total (\$)	Price per Unit (\$)	Total (\$)	Price per Unit (\$)	Total (\$)
1.	Unit rate for pick-ups in accordance with the locations and schedule outlined in Annex A and Annex B.	Month	12						
2.	Unit rate for extra pick-up of container size 3.5m <sup>3</sup> as scheduled outlined in Annex A and Annex B	Per	5						
3.	Unit rate for extra pick-up of container size 4.5m <sup>3</sup> as scheduled outlined in Annex A and Annex B	Per	20						
4.	Unit rate for extra pick-up of container size 6.0m <sup>3</sup> as scheduled outlined in Annex A and Annex B	Per	20						

<b>UNIT PRICE TABLE "A" con't</b>									
<b><u>W6898-180089 – (REFERENCE ANNEX "C" IN THE SPECIFICATION)</u></b>									
Item	Class of Service	Unit of Measure	Estimated Quantity	A Term April 1, 2021 to March 31, 2022		B Option Year April 1, 2022 to March 31, 2023		C Option Year April 1, 2023 to March 31, 2024	
				Price per Unit (\$)	Total (\$)	Price per Unit (\$)	Total (\$)	Price per Unit (\$)	Total (\$)
5.	Unit rate for extra pick-up of container size 15.0m <sup>3</sup> as scheduled outlined in Annex A and Annex B	Per	20						
6.	Unit rate for extra pick-up of container size 23.0m <sup>3</sup> as scheduled outlined in Annex A and Annex B	Per	20						
7.	Unit rate for extra pick-up of container size 30.5m <sup>3</sup> as scheduled outlined in Annex A and Annex B	Per	40						
8.	Unit rate for extra pick-up of container size 1 cubic yd rolling hand pick as scheduled outlined in Annex A	Per	5						
<b>TOTAL FOR FIRST TERM &amp; OPTIONS YEARS</b>				<b>A = \$</b>		<b>B = \$</b>		<b>C = \$</b>	
<b>TOTAL FOR FIRST TERM AND OPTION YEARS (A+B+C)</b>				<b>\$</b>					

**Note:**

The estimated quantity entered in column four (4) for items two (2) and seven (7) is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.



<b><u>UNIT PRICE TABLE "B"</u></b>				<b><u>con't</u></b>		<b>A</b>		<b>B</b>		<b>C</b>	
Item	Location	Size	Estimated Quantity	Price per Unit (\$)	Total (\$)	Option Year April 1, 2021 to March 31, 2022	Price per Unit (\$)	Total (\$)	Option Year April 1, 2022 to March 31, 2023	Price per Unit (\$)	Total (\$)
12.	Base	30m <sup>3</sup> (20yd <sup>3</sup> )	100								
13.	Training Area	30m <sup>3</sup> (20yd <sup>3</sup> )	125								
<b>TOTAL FOR FIRST TERM &amp; OPTIONS YEARS</b>				<b>A = \$</b>			<b>B = \$</b>			<b>C = \$</b>	
<b>EXTRA CONTAINERS TOTAL FOR FIRST TERM AND OPTION YEARS (A+B+C)</b>											
				<b>\$</b>			<b>\$</b>			<b>\$</b>	

<b>TOTAL FOR FIRST TERM AND OPTION YEARS (A+B+C) - <u>UNIT PRICE TABLE "A"</u></b>		<b>\$</b>
<b>EXTRA CONTAINERS - TOTAL FOR FIRST TERM AND OPTION YEARS - <u>UNIT PRICE TABLE "B"</u></b>		<b>\$</b>
<b>GRAND TOTAL FOR FIRST TERM AND OPTION YEARS (<u>UNIT PRICE TABLE "A"</u>+ <u>UNIT PRICE TABLE "B"</u>)</b>		<b>\$</b>