Correctional Service Canada Service correctionnel Canada

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - Réception des soumissions:

GEN-ATL. Contracting bid submissions @ CSC-SCC. GC. CA

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada

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

Proposition à: Service Correctionnel du Canada

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

Comments — Commentaires :

Vendor/Firm Name and Address —

"THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT" «LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE EXIGENCE RELATIVE À LA SÉCURITÉ. »

Raison sociale et adresse du fournisseur/de

l'entrepreneur :		
 Telephone # — Nº de Téléphone :		
Fax # — No de télécopieur :		

Email / Courriel :
GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :

Title — Sujet: Waste Management Services -	Various Locations	
Solicitation No. — Nº. de	Date: June 1st, 2021	
l'invitation		
21207-21-3796227		
Client Reference No. — N°. de	Référence du Client	
21207-21-3796227		
GETS Reference No. — Nº. de	Référence de SEAG	
PW-21-00957991		
Solicitation Closes — L'invitati	-	
at /à : 2 :00 PM – 14h00 AST-HI on / le : July 13th, 2021 – le 13		
	juniet, 2021	
F.O.B. — F.A.B. Plant – Usine: Destinatio	n: Other-Autre:	
Address Enquiries to — Soum	ettre toutes questions à:	
Lise Bourque Regional Contract Officer		
regional Contract Officer		
Telephone No. – N° de téléphone:	ax No. – N° de télécopieur:	
506-378-8777	06-851-6327	
Destination of Goods, Services and Destination des biens, services et		
Atlantic Region		
Instructions: See Herein Instructions: Voir aux présentes		
	Delivery Offered – Livraison proposée : Voir aux présentes	
Name and title of person authorize		
Vendor/Firm Nom et titre du signataire autorisé	du fournisseur/de	
l'entrepreneur	du louillisseul/de	
Name / Nom	Title / Titre	
Traine / Train	THIS / THIS	
Signature	Date	
(Sign and return cover page with bid proposal /		
Signer et retourner la page de co	ouverture avec la proposition)	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1. Statement of Work
- 2. Revision of Departmental Name
- 3. Debriefings
- 4. Procurement Ombudsman

PART 2 - BIDDER INSTRUCTIONS

- 1. Standard Instructions, Clauses and Conditions
- Submission of Bids
- 3. Former Public Servant
- 4. Enquiries, Bid Solicitation
- 5. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

- 1. Bid Preparation Instructions
- 2. Section I: Technical Bid
- Section II: Financial Bid
- 4. Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 1. Evaluation Procedures
- 2. Basis of Selection
- 3. Insurance Requirements

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Certifications Precedent to Contract Award and Additional Information

PART 6 - RESULTING CONTRACT CLAUSES

- 1. Security Requirement
- 2. Statement of Work
- 3. Standard Clauses and Conditions
- 4. Term of Contract
- 5. Authorities
- 6. Payment
- 7. Invoicing Instructions
- 8. Certifications and Additional Information
- 9. Applicable Laws
- 10. Priority of Documents
- 11. Termination on Thirty Days Notice
- 12. Insurance Specific Requirements
- 13. Ownership Control
- 14. Closure of Government Facilities
- 15. Tuberculosis Testing
- 16. Compliance with CSC Policies
- 17. Health and Labour Conditions
- 18. Identification Protocol Responsibilities



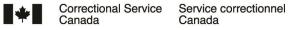
- 19. Dispute Resolution Services
- 20. Contract Administration21. Privacy
- 22. Proactive Disclosure of Contracts with Former Public Servants
- 23. Information Guide for Contractors
- 24. Government Site Regulations

List of Annexes:

Annex A – Statement of Work

Annex B - Proposed Basis of Payment

Annex C - Evaluation Criteria



PART 1 - GENERAL INFORMATION

1. Statement of Work

The Work to be performed is detailed under Article 2 of Part 6, Resulting contract clauses

2. Revision of Departmental Name

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the Procurement Ombudsman Regulations or visit the OPO website.

PART 2 - BIDDER INSTRUCTIONS

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 <u>Standard Acquisition Clauses and Conditions Manual</u> 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: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Bids

Bidders must submit their bid only to Correctional Service of Canada (CSC) by the date, time and at the email address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, CSC will not accept bids submitted in hard copy or by facsimile.

CSC recommends that bidders submit their response to the requirements of this solicitation in typewritten format.

Bidders must ensure that any handwritten information included in their bid is clearly legible in order to allow CSC to complete the bid evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether bids comply with all of the requirements of the bid solicitation including, if applicable, any and all evaluation criteria.

3. Former Public Servants

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;

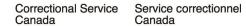
e.rate of pay on which lump sum payment is based;

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.

4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five(5) business 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.

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, Nova Scotia and 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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

CSC requests that bidders provide their bid in separate sections as follows:

Section I: Technical Bid: one (1) electronic copy in PDF format

Section II: Financial Bid: one (1) electronic copy in PDF format

Section III: Certifications: one (1) electronic copy in PDF format

Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.

Bidders should submit their technical bid and financial bid in two (2) separate documents.

CSC requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5×11 inch (216 × 279 mm) paper;
- ii. 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, the <u>Policy on Green Procurement</u>. To assist Canada in reaching its objectives, bidders should:

- i. use 8.5 x 11 inch (216 x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- ii. 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, duo tangs or binders.

2. Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work.

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Annex B - Proposed Basis of Payment. The total amount of Applicable Taxes must be shown separately.

See Annex B – Proposed Basis of Payment for the Pricing Schedule format.

3.1 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06) Exchange Rate Fluctuation

4. Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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 CSC will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex C – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

1.2 Financial Evaluation

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

Proposals containing a financial bid other than the one requested at **Article 3. Section II:** Financial Bid of PART 3 – BID PREPARATION INSTRUCTIONS will be declared non-compliant.

Note to Bidders: Table Totals will be calculated using the formula(s) in the relevant table in **Annex B – Proposed Basis of Payment.**

To be deemed responsive, Bidders MUST:

- (a) Bidders MUST bid on all items in location 1 and/or up to 7 locations in Year 1 and each optional year.
- (b) The evaluated cost/bid price will be based on the aggregate of all the extended prices per location of the same items detailed at Annex B- Basis of Payment.

The evaluation for the 7 locations will be done separately, therefore one or up to 7 contract (s) maybe awarded as a result of the solicitation process.

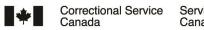
2. Basis of Selection

SACC Manual clause A0031T (2010-08-16) - Mandatory Criteria

3. 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 article 12 of PART 6 – RESULTING CONTRACT CLAUSES.

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



Service correctionnel Canada

the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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 Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. 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.

1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - i. it has read and understands the Ineligibility and Suspension Policy;
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - iii. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
 - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
 - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed <u>Integrity Declaration Form</u>. Bidders must submit this form to Correctional Service of Canada with their bid.

1.2 Integrity Provisions - Required documentation

List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:					
OR					
☐ The Bidder is a partnership					
During the evaluation of hide, the Ridder must w	vithin 10 v	working days	inform the C	ontracting	

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

1.3 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.

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.

1.4 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

1.5 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

1.6 Certification:

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Institutional Access Requirements

- 1.1 NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted at all times by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.
- 1.2 Contractor personnel must adhere to institutional requirements for the conduct of searches by Correctional Service Canada prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

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

4. Term of Contract

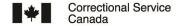
4.1 Period of the Contract

The period of the Contract is from August 1, 2021 to July 31, 2022.

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 four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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



5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lise Bourque

Title: Regional Contract Officer Correctional Service Canada

Branch/Directorate: RHQ/Finance/Material Management

Telephone: 506-378-8777 Facsimile: 506-851-6327

E-mail address: Lise.Bourque@csc-scc.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.

5.2 Project Authority

The Project Authority for the Contract is:

Name: (XXX) Title: (XXX)

Correctional Service Canada Branch/Directorate: (XXX)

Telephone: (XXX)
Facsimile: (XXX)
E-mail address: (XXX)

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.

[Fill in at contract award only.]

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name: Title:

Company: Address:

Address: Telephone: Facsimile:

E-mail address:

6. Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to

a limitation of expenditure of \$_____. Customs duties are included and Applicable Taxes are extra.

6.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$______.
 Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Method of Payment

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

6.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification SACC Manual clause C0705C (2010-01-11), Discretionary Audit

6.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

7. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Attn: Regional Chief, Engineering and Maintenance Correctional Services Canada 1045 Main Street, 2nd Floor Moncton, NB E1C 1H1

8. Certifications and Additional Information

8.1 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.

9. Applicable Laws

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

10. 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 2010B (2020-05-28) Services Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) The Contractor's bid dated _____ (to be inserted at contract award)

11.Termination on Thirty Days Notice

- 11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified below. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

- 12.1 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.
- 12.2 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)
 - 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.
 - Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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 codefend 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.

13. Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister will have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

14. Closure of Government Facilities

- 14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

15. Tuberculosis Testing

- 15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 15.3 All costs related to such testing will be at the sole expense of the Contractor.

16. Compliance with CSC Policies

- 16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 16.2 Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 16.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

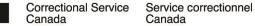
17. Health and Labour Conditions

- 17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 17.2 The Contractor must comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and must also require compliance of same by all its subcontractors when applicable.
- 17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity must forthwith notify the Project Authority or Her Majesty.
- 17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor must be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

18. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This



identification protocol must also be used in all other correspondence, communication, and documentation; and

18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

19. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Ombudsman website.

20. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web the Office of the Procurement Ombudsman website. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Ombudsman website.

21. Privacy

- 21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 21.2 All such personal information is the property of Canada, and the Contractor must have no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor must have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

22. 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

23. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.

24. Government Site Regulations

SACC Manual Clause A9068C (2010-01-11) - Government Site Regulations

ANNEX A - Statement of Work

The Correctional Services Canada in Moncton, NB requires Waste Management Services for seven (7) locations in the Atlantic Region.

Description of Work:

The work under this contract includes but must not be limited to the provision of all labour, consumables, tools, supervision and equipment necessary to perform waste management services.

Location:

The contractor must provide waste management services at one or more of the following locations:

New Brunswick				
Location # 1 Location # 2 Location # 3				
Atlantic Institution	Dorchester Penitentiary	Parrtown CCC		
13175 Route 8	4902 Main Street	23 Carleton Street		
PO Box 102	Dorchester, New Brunswick	St-John, New Brunswick		
Renous, New Brunswick E9E 2E1	E4K 2Y9	E2L 2Z2		
Chief Facilities Management:	Chief Facilities Management:	Regional Manager Engineering and		
Tel: (506) 623-4204	Tel: (506) 379-4507	Maintenance		
Fax: (506) 623-4288	Fax: (506) 379-4641	Tel: (506) 378-4425		
	,	Fax: (506) 851-3135		
	Nova Scotia			
Location # 4	Location # 5	Location#6		
Springhill Institution	Nova Institution	Jamieson CCC		
330 McGee Street	180 James Street	21 Morris		
PO Box 2140	Truro, Nova Scotia	Dartmouth, NS		
Springhill, Nova Scotia B2N 6R8 B3B 0M3		B3B 0M3		
Chief Facilities Management:	Chief Facilities Management:	Regional Manager Engineering and		
Tel: (902) 597-0190 ext. 2190	Tel: (902) 597-0190 ext. 2190	Maintenance		
Fax: (902) 597-3262	Fax: (902) 597-3262	Tel: (506) 378-4425		
		Fax: (506) 851-3135		
	Newfoundland			
Location # 7 St-John's CCC 531 Charter Avenue St-John, Newfoundland and Labrador A1A 1P7				
Regional Manager Engineering and Maintenance Tel: (506) 378-4425 Fax: (506) 851-3135				

WORK INCLUDED:

The Contractor must remove and dispose waste of the following category; organics, recycling, garbage, metal and construction. Each waste category will be sorted by the Institution in containers provided by the Contractor or supplied by the institutions.

The **organics** waste consists of;

Food Waste; Fruit and vegetable peelings, table scraps, meat, fish, dairy products, cooking oil and fat, bread, rice, pasta, bones, coffee grounds, filters, tea bags, eggshells, etc.

Yard Waste: Leaves, brush, plants, flowers and natural Christmas trees (remove all plastic, ornaments, metal, stands and tree bags), etc.

Soiled Paper: Food napkins, kitchen paper towels, etc.

The **recycling** consists of;

Blue bag/Bin recyclable; (Place in a clear or see-thru blue bag) All deposit-bearing containers (place all caps in garbage), All plastic containers (no Styrofoam), Glass bottles and jars, Steel and aluminum cans, Clean aluminum foil and plates, all milk containers, Mini Sips and Tetra Juice Packs, Plastic bags including: grocery, retail, bread, bubble wrap, dry cleaning and frozen food bags. Remember to remove all receipts. Please stuff all bags inside a grocery bag, tie and place in blue bag.

Paper Recycling: (*Place in a grocery bag, retail or clear bag*) Dry and clean paper, newspaper, flyers, glossy magazines, catalogues, envelopes, paper egg cartons, paperbacks, phonebooks, shredded paper, and receipts.

Corrugated Cardboard: (Fold boxes flat and place in recycling bin). Appliance boxes, Pizza boxes, etc.

The garbage consists of;

Aerosol cans (empty), Aluminum foil (soiled), Ashes (cold), Bathroom waste, broken glass (wrapped), Bulky items (furniture, stoves, etc.), Ceramics, Diapers (disposable), Dishes, Floor sweepings, Frozen juice cans, Latex gloves, Light bulbs, Mattress and boxspring, Motor oil containers (empty), Packaging (non-recyclable), Paint cans (empty or dry) Paper, coffee or Styrofoam cups, Pet/animal waste, Plastic wrap (soiled), Potato chip bags, Styrofoam, Tissue, Toothpaste tubes, Toys (broken), Vacuum cleaner bags, Wallpaper, etc.

The **metal** consists of:

Any scrap metal, washer, dryers, etc.

The construction consists of;

Wood, asphalt shingles, metal and insulation, etc. Any waste from construction, demolition and renovation done at the institution or Community Correctional Centre (CCC).

EQUIPMENT

All vehicles to be used by the Contractor must be in satisfactory mechanical condition. The vehicle must be equipped to handle the provided or supplied waste containers.

Containers provided by the contractor, must be maintained in a serviceable condition; if a container becomes unserviceable, a replacement container will be supplied by the Contractor within 48 hours of notification by the project authority.

METHOD OF WORK

The collection system will be planned in a manner which will ensure that there is efficiency, economy and safeguarding of health and welfare.

Any spillage of refuse during loading or in transit must be picked up and the affected area cleaned immediately by the Contractor.

Contractor may be requested to perform extra pick-ups on existing containers

The Contractor will add, remove or relocate containers as required, from time to time. The project authority will notify the Contractor of the requirements.

CLEANING OF EQUIPMENT

The Contractor will be responsible to examine and keep containers in a sanitary condition by removal off site for cleaning and/or repainting to the complete satisfaction of the Project Authority.

SCHEDULE OF PICK-UPS

The project authority will provide a pick up schedule based on regular demand that can be amended at any time due to unforeseen influx of waste.

Where a pickup falls on a Statutory Holiday, pickup will be the next workday and regular pick-ups will be reinstated as per schedule. In case of a snow day, the contractor must contact the project authority to reschedule.

COMPLIANCE REQUIREMENTS;

The Contractor must have a permit or letter, approved by the Municipal Authorities, authorizing the disposal area as an approved site for disposal of garbage.

The disposal of refuse must be done in a manner satisfactory to the Municipal, City, and/or Provincial Health Authorities. It will be the responsibility of the Contractor to liaise with the appropriate authorities and conform to all by-laws and regulations concerning the disposal of refuse.

All contractors' employees working with controlled products on Federal property and/or in Federal facilities will require WHMIS certification.

The contractor and his/her personnel must adhere to the Federal Government 'No Smoking' policy while in Federal facility and/or scent free policy where applicable.

Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

Correctional Service Canada will not be responsible for any claims arising from the Contractor's failure to comply with any regulations or by-laws concerned.

SECURITY

The driver may be required, upon arrival to the site facility to log into the institutional Visitor's Register maintained at the Principal Entrance, registering their names, times of arrival and departures in accordance with security requirements.

FACILITIES CLOSURE

The contractor must perform all work during the regular working hours (08:00 to 16:00 hours) of the regular working days (Monday to Friday). If work is required outside of the regular working hours, alternate pre-approved arrangement can be made to accommodate the contractor with written approval of the Project Authority.

In case of "CLOSURE OF GOVERNMENT FACILITIES" in regards to delays caused by the Crown at the site, the following will apply:

Where the supplier or the supplier's employees are providing services on government premises pursuant to this contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no work is being performed as a result of the closure, the Crown will not be liable for payment to the supplier for the period of closure.

CUSTOMER SERVICE

The Supplier shall provide a 'live' response to all service and billing concerns within the hours of 0800-1600 Monday to Friday; preferably with a single point of contact which includes name, telephone. This number will be the contact for extra pick up and schedule change.

BIN REQUIREMENTS PER SITE / CCC AND COLLECTION REQUIREMENTS

The bin supplied by the contractor must be provided free of charge.

Location # 1 Atlantic Institution;

Item	Bin	Description
1.	Garbage; -40 cubic yard -Compactor roll off bin.	The 40 cubic yard bin is CSC property and the contractor must transport the bin from the institution to the approve landfill. The bin must be returned to the institution the same day. At anytime during the duration of the contract, if CSC compactor bin is unusable, a 40 cubic yard compactor roll off must be supplied by the contractor if requested by the project authority
2.	Garbage; -2 cubic yard on casters with 2 side pocket for collection.	The 2 cubic yard bin on casters is CSC property, the contractor must haul the bin from the site to the approve landfill. The bin must be returned to the institution the same week.
3.	Construction/Demolition/Renovation Waste; -Open top roll off containers10, 20 or 40 Yard.	The contractor may be requested to provide Roll Off Container at the request of the project authority. This may be required during construction, demolition, and cell search/load or renovation activities at the institution.
4.	Recyclable; Corrugated Cardboard -Front Load dumpster with cover8 cubic yard metal container -side/under pockets for collection or direct loading, in contractor supplied transportation vehicle.	The contractor is to permanently provide 1 front load dumpster with cover. The bin must be transport from the site to the approve landfill and return the same day, or exchange during pickup. Or direct load in contractor supplied transportation vehicle. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority
5.	Recyclable; Blue bin recycle -8 cubic yard metal container -side/under pockets for collection	The contractor may be asked to permanently provide front load dumpster with cover. The bin must be transport from the site to the approve recycle facility and return the same day, or exchange during pickup. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority
6.	Recyclable; Metal -8 cubic yard metal container -side/under pockets for collection	The contractor is to permanently provide 1 front load dumpster with cover. The bin must be transport from the site to the approve landfill and return the same day, or exchange during pickup. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority

Location # 2 Dorchester Penitentiary;

Item	Bin	Description
1.	Garbage; -40 cubic yard -Compactor roll off bin.	The 40 cubic year is CSC property and the contractor must transport the bin from the institution to the approve landfill. The bin must be returned to the institution the same day. At anytime during the duration of the contract, if CSC compactor bin become unusable, a 40 cubic yard compactor roll off must be supplied by the contractor if requested by the project authority
2.	Construction/Demolition/Renovation Waste; -Open top roll off containers10, 20 or 40 cubic yard.	The contractor may be requested to provide Roll Off Container at the request of the project authority. This may be required during construction, demolition, cell search/load or renovation activities at the institution.
3.	Organics; -240L (64 gallons) green totters on wheelsCover.	The green totters are provided by the institution. The contractor shall provide weekly collection of organics. The organics shall be transport from the institution to an approved recycling facilities.

Location # 3Parrtown CCC;

Item	Bin	Description
1.	Garbage -6 cubic yard metal container -side/under pockets for collection	The contractor is to permanently provide 1 front load dumpster with cover. At anytime during the duration of the contract, size of bin provided by the contractor can be changed at the request of the project authority
2.	Construction/Demolition/Renovation Waste; -Open top roll off containers10, 20 or 40 Yard.	The contractor may be requested to provide Roll Off Container at the request of the project authority. This may be required during construction, demolition, cell search/load or renovation activities at the institution.
3.	Organics; -240L (64 gallons) green totters on wheelsCover.	The contractor is to permanently provide 1 green toter. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority. The project authority may request the contractor to replace the green totter with cleaned one.
4.	Recyclable; Blue bag recycle -360L (95 gallons) blue totters on wheels with coverCover	The contractor may provide 1 blue totter. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority. The project authority can request the contractor to replace the green totter with cleaned one.

Location # 4 Springhill Institution

Item	Bin or bags	Description
1.	Garbage; -40 cubic yard -Compactor roll off bin.	Springhill Institution has 2, 40 cubic yard bin, one Bilt-Rite Model B215) locate outside fenced compound. The other bin is a Marathon model R-225, located inside fenced compound. The contractor must transport the bin from the institution to the approve landfill for disposal. The bin must be returned to the institution the same day. At anytime during the duration of the contract, if CSC compactor bin become unusable, a 40 cubic yard compactor roll off must be supplied by the contractor if requested by the project authority
2.	Construction/Demolition/Renovation Waste; -Open top roll off containers10, 20 or 40 Yard.	The contractor may be requested to provide Roll Off Container at the request of the project authority. This may be required during construction, demolition, cell search/load or renovation activities at the institution.
3.	Organics; -240L (64 gallons) green totters on wheelsCover.	The green totters are provided by the institution. The organics shall be transport from the institution to an approved recycling facilities.
4.	Recyclable; Blue bin recycle -8 cubic yard metal container with side/under pockets for collectionBailed Cardboard	The contractor may be requested to provide front load dumpster with cover. The bin/bailed cardboard must be transported from the site to the approved landfill and return the same day, or exchange during pickup. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority

Location # 5 Jamieson CCC;

Item	Bin	Description
1.	Garbage -4 cubic yard metal container -side/under pockets for collection	The contractor is to permanently provide 1 front load dumpster with cover. At anytime during the duration of the contract, size of bin provided by the contractor can be changed at the request of the project authority
2.	Construction/Demolition/Renovation Waste; -Open top roll off containers10, 20 or 40 Yard.	The contractor may be requested to provide Roll Off Container at the request of the project authority. This may be required during construction, demolition, cell search/load or renovation activities at the institution.
3.	Organics; -240L (64 gallons) green totters on wheelsCover.	The contractor must permanently provide 1 green totter. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority. The project authority may request the contractor to replace the green totters with cleaned one.
4.	Recyclable; Blue bag recycle -360L (95 gallons) blue totters on wheels with coverCover	The contractor must provide 1 blue totters. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority. The project authority can request the contractor to replace the green totter with cleaned one.
5.	Recyclable; Corrugated Cardboard - 360L (95 gallons) blue totters on wheels with cover.	The contractor must provide 1 blue totter. At anytime during the duration of the contract, quantity of bin provided by the

-Cover	contractor can be changed at the request of the project
	authority.
	The project authority can request the contractor to replace
	the green totter with cleaned one.

Location # 6 Nova Institution

	Bin or bags	Description
1.	Garbage; -Front Load dumpster with cover8 cubic yard metal container -side/under pockets for collection.	The contractor is to permanently provide 3 containers with cover. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority
2.	Construction/Demolition/Renovation Waste; -Open top roll off containers10, 20 or 40 Yard.	The contractor may be requested to provide Roll Off Container at the request of the project authority. This may be required during construction, demolition, cell search/load or renovation activities at the institution.
3.	Organics; -240L (64 gallons) green totters on wheelsCover.	The contractor is to permanently provide 25 green totters. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority. The project authority may request the contractor to replace the green totter with cleaned one.
4.	Recyclable; Corrugated Cardboard -Front Load dumpster with cover8 cubic yard metal container -side/under pockets for collection	The contractor is to permanently provide 1 front load dumpster with cover. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority
5.	Recyclable; Blue/Clear bag recycle -8 cubic yard metal container -side/under pockets for collection	The contractor is to permanently provide 1 front load dumpster with cover. The bin must be transport from the site to the approve landfill and return the same day, or exchange during pickup. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority

Location # 7 St. John's CCC;

Item	Bin	Description
1.	Garbage -4 cubic yard metal container -side/under pockets for collection	The contractor is to permanently provide 1 front load dumpster with cover. At anytime during the duration of the contract, size of bin
	-side/under pockets for collection	provided by the contractor can be changed at the request of the project authority
2.	Construction/Demolition/Renovation Waste; -Open top roll off containers10, 20 or 40 Yard.	The contractor may be requested to provide Roll Off Container at the request of the project authority. This may be required during construction, demolition, cell search/load or renovation activities at the institution.
3.	Organics; -240L (64 gallons) green totters on wheelsCover.	The contractor may provide 1 green totter. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority. The project authority may request the contractor to replace the green totter with cleaned one.
4.	Recyclable; Blue bag recycle -360L (95 gallons) blue totters on wheels with coverCover	The contractor may provide 1 blue totter. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project

		authority. The project authority can request the contractor to replace the green totter with cleaned one.
5.	Recyclable; Corrugated Cardboard -Front Load dumpster with cover4 cubic yard metal container -side/under pockets for collection	The contractor is to permanently provide 1 front load dumpster with cover. At anytime during the duration of the contract, quantity of bin provided by the contractor can be changed at the request of the project authority

DELIVERABLES

The contractor must provide a copy of the weight bill from the landfill operator clearly showing the date, weight and cost per ton, including total cost for tipping. If the type of waste cannot be weighted, an estimate is to be provided; the estimation method must be approved by the Project Officer.

The supplier must provide monthly report with all category waste information to the following email:

GEN-ATLRHQTechServ@csc-scc.gc.ca.

The report must include the pick up date, location, type and quantity of Bin collected and respective actual or estimated weight. The report must be at the satisfaction of the project authority.

INVOICING

The tipping fees from the landfill must be a pass thru cost. The tipping fees may also be paid directly by Correctional Service Canada.

Firm Unit price is not to include tipping fees, tipping fees is a pass thru cost. (contractor will pay local authority, and provide CSC with a contractor invoice for tipping fees, including local authority invoice)

Nova Institution can also provide weekly, the weight of organics (green totters), recyclable (blue totters) and garbage that may be used by the contractor for tipping fees invoicing.

The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor may not invoice prior to performance of the service.

Invoice should show:

- Work Location
- Date
- -Contract number.

All invoice should be typed not hand written.

In the event of a dispute, the contractor is to make any and all records available to the Department to substantiate time and/or material spent on any one job.

All invoices for the fiscal year must be submitted to payment before April 10 of each calendar year.

ANNEX B - Proposed Basis of Payment

1.0 Contract Period - From August 1, 2021 to July 31, 2022 and Option Years

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm rate(s) below in the performance of this Contract, Applicable Taxes extra.

Prices are required for each line item and as per format shown below.

Firm unit prices do not include GST; GST will be added to the invoice as a separate line item.

Firm unit pricing in Canadian Dollars.

The estimated usage may includes 40% contingency, for when additional collection services is required.

Firm Unit price is not to include tipping fees, tipping fees is a pass thru cost. (Contractor will pay local authority, and provide CSC with a contractor invoice for tipping fees, including local authority invoice)

2.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article 4. Term of contract of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive Per Diem rate(s), in accordance with the following table, Applicable Taxes extra, to complete all Work and services required to be performed in relation to the Contract extension.

The Contractor must advise the Project Authority when 75% of the Contract's financial limitation is reached. This financial information can also be requested by the project Authority on an asrequested basis.

NEW BRUNSWICK LOCATIONS

					LOCATIO	ON # 1 - ATLANTIC IN:	STITUTION : Fina	ancial coding 207	25				
				Initial Contract		Optional Year on Aug 1, 2022 to Ju		Optional Yea	r Two to July 31,2024	Optional Yea	ar Three to July 31,2025	Optional Year Four Aug 1, 2025 to July	
Item	Waste	Description	Estimate pick up per bin /totters.	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price
1	Garbage	40 cubic yard compactor roll off bin (Estimating bi-weekly collection)	48	\$	\$	\$	\$	_ \$	\$	\$	\$	\$	\$
2	Garbage	2 cubic yard bin on casters (Estimating collection every 3 weeks)	24	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		10 cubic yard roll off container (as required)	12	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Construction/ Demolition/ Renovation	20 cubic yard roll off container (as required)	12	\$	\$. \$	\$	\$	\$	\$	\$	\$	\$
		40 cubic yard roll off container (as required)	12	\$	\$	\$	\$	_ \$	\$	\$	\$	\$	\$
4	Recyclable; Corrugated cardboard	8 cubic yard front load dumpster (estimating collection every 3 weeks)	24	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Recyclable; Blue bag	8 cubic yard front load dumpster (estimating collection every 3 weeks)	24	\$	Ś	Ś	Ś	Ś	Ś	Ś	Ś	Ś	Ś
6	Recyclable; Metal	8 cubic yard front load dumpster (estimating collection every 6 weeks)	12	\$	ć	\$	ć	\$	Ś	Ś	ė	\$	· ·
7	Tipping fees (estima	· · · · · · · · · · · · · · · · · · ·	12	->	\$\$		\$\$	_	\$\$		\$\$	φ	\$

	DORCHESTER PENITENTIARY: Financial coding 20724												
				Initial Contract	Year	Optional Year one		Optional Year Two Optional Year Three				Optional Y	ear Four
				Aug 1, 2021 to	July 31,2022	Aug 1, 2022 to July	31,2023	Aug 1, 2023 to July 31,2024		Aug 1, 2024 to July 31,2025		Aug 1, 2025 to July 31,2026	
Item	Waste	Description	Estimate pick up per bin /totters.	Firm Unit	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price
1	Garbage	40 cubic yard roll off container (Estimating collection every 4 weeks per bin)	48	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		10 cubic yard roll off container (as required)	12	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Construction/ Demolition/ Renovation	20 cubic yard roll off container (as required)	12	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		40 cubic yard roll off container (as required)	12	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Organics	240 litres green totters (estimating 50 totters weekly collection)	3640	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6 Tipping fees (estimated) \$				\$		\$		\$		\$		\$	

						LOCATION # 3 - I	PARRTOWN CCC:	Financial coding 207	27				
		Initial Contract Year Aug 1, 2021 to July 31,2022 Optional Year one Aug 1, 2022 to July 31,2023 Optional Year Two Aug 1, 2023 to July 31,2024		31,2024	Optional Year Thre Aug 1, 2024 to July		Optional Year Four Aug 1, 2025 to July 31,2026						
Item	Waste	Description	Estimate pick up per bin /totters.	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price
1	Garbage	4 cubic yard front load dumpster (Estimating weekly collection)	72	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Construction / Demolition/ Renovation	10 cubic yard roll off container (as required)	2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		20 cubic yard roll off container (as required)	2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		40 cubic yard roll off container (as required)	2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Organics	240 litres green totters (as required)	72	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Recyclable; Blue bag	360 litres blue totters (as required)	72	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5 Tipping fees (estimated)			\$		\$		\$		\$		\$		

NOVA SCOTIA LOCATIONS

					LC	OCATION # 4 - NOVA INS	TITUTION: Financial	coding 20726					
				Initial Contrac Aug 1, 2021 to		Optional Year one Aug 1, 2022 to July 3	1,2023	Optional Year Two Aug 1, 2023 to Jul		Optional Year Three Aug 1, 2024 to July 31,2025		Optional Year Four Aug 1, 2025 to July 31,2026	
Item	Waste	Description	Estimate pick up per bin /totters.	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price
1	Garbage	8 cubic yard front load dumpster (Estimating weekly collection)	218	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Construction/ Demolition/ Renovation	10 cubic yard roll off container (as required)	12	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		20 cubic yard roll off container (as required)	12	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		40 cubic yard roll off container (as required)	12	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Organics	240 litres green totters (estimating 25 totters weekly collection)	1960	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Recyclable; Corrugated cardboard.	8 cubic yard front load dumpster (estimating bi- weekly collection)	52	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Recyclable; Blue bag	8 cubic yard front load dumpster (Estimating weekly collection)	72	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	Tipping fees (e	stimated)			\$		\$		\$		\$		\$

		Description	Estimate pick up per bin /totters.	LOCA Initial Contract Year Aug 1, 2021 to July 31,2022		TION # 5 - SPRINGHILL INSTITUTION: Financi Optional Year one Aug 1, 2022 to July 31,2023		cial coding 20723 Optional Year Two Aug 1, 2023 to July 31,2024		Optional Year Three Aug 1, 2024 to July 31,2025		Optional Year Four Aug 1, 2025 to July 31,2026	
Item	Waste			Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price
1	Garbage	40 cubic yard roll off container (Estimating collection every 5 weeks per bin)	32	This service 1s, 2022	only starts on Aug	\$	\$	\$	\$	\$	\$	\$	\$
2	Construction/ Demolition/ Renovation	10 cubic yard roll off container (as required)	12	\$	\$	\$	\$	\$	\$	\$	\$	\$. \$
		20 cubic yard roll off container (as required)	12	\$	\$	\$	\$	\$	\$	\$	\$	\$. \$
		40 cubic yard roll off container (as required)	12	\$	\$	\$	\$	\$	\$	\$	\$	\$. \$
3	Organics	240 litres green totters (estimating 50 totters weekly collection)	3744	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Recyclable; Blue bag or Bailed Cardboard.	8 cubic yard front load dumpster or Cube Truck for Bailed Cardboard (as required)	24	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Tipping fees (e	estimated)			\$		\$		\$		\$		\$

				Le	OCATION # 6 - JAMIESO	N COMMUNITY CORRI	ECTIONAL CENTRE	(CCC): Financial co	dina 20731				
				Initial Contract Aug 1, 2021 to	t Year	Optional Year one Aug 1, 2022 to July 3		Optional Year Two Aug 1, 2023 to July		Optional Year Aug 1, 2024 to	Three Optional Year Foundation Aug 1, 2025 to July 31,2025		Four July 31,2026
Item	Waste	Description	Estimate pick up per bin /totters.	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price
1	Garbage	4 cubic yard front load dumpster (Estimating weekly collection)	72	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Construction/ Demolition/ Renovation	10 cubic yard roll off container (as required)	2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		20 cubic yard roll off container (as required)	2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		40 cubic yard roll off container (as required)	2	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Organics	240 litres green totters (estimating 1 totter weekly collection)	72	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Recyclable; Corrugated cardboard	360 litres blue totters (estimating 1 totter weekly collection)	72	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Recyclable; Blue bag	360 litres blue totters (estimating 1 totter weekly collection)	72	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	Tipping fees (e	stimated)			\$		\$		\$		\$		\$

NEWFOUNDLAND LOCATIONS

				LOCATIO	N # 7 - ST.JOHN'S	COMMUNITY COR	RECTIONAL CENT	RE (CCC): Financi	al coding 20729				
				Initial Contract Year Aug 1, 2021 to July 31,2022		Optional Year one Aug 1, 2022 to July 31,2023		Optional Year Two Aug 1, 2023 to July 31,2024		Optional Year Three Aug 1, 2024 to July 31,2025		Optional Year Four Aug 1, 2025 to July 31,2026	
Item	Waste	Description	Estimate pick up per bin /totters.	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price	Firm Unit price	Extended price
1	Garbage	4 cubic yard front load dumpster (Estimating weekly collection)	72	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Construction/ Demolition/ Renovation	10 cubic yard roll off container (as required)	4	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		20 cubic yard roll off container (as required)	4	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		40 cubic yard roll off container (as required)	4	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Organics	240 litres green totters (as required)	72	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Recyclable; Blue bag	360 litres blue totters (as required)	72	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Recyclable; Cardboard	4 cubic yard front load dumpster (estimating weekly collection)	72										
6	Tipping fees (estimated)	•			\$		\$		\$		\$		\$

3.0 Applicable Taxes

- (a) All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$\(\frac{To Be Inserted at Contract Award} \) are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.

Annex C - Evaluation Criteria

1.0 Technical Evaluation:

- 1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.
 - Mandatory Technical Criteria

It is imperative that the proposal address each of these criteria to demonstrate that the requirements are met.

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
- I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
- II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
- III. References must be presented in this format:
 - a. Name:
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available

1.6 Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.
- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from the start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

MANDATORY TECHNICAL CRITERIA

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The bidder must provide proof that they have an account in good standing with the applicable provincial Worker's Compensation board/Commission.		
	A copy of the certificate/letter must be submitted wit their bid.		
M2	The bidder must provide a copy of company Commercial General Liability Insurance or a Letter from a Canadian insurance company stating that they are eligible to \$2,000,000 insurance if awarded the contract		
M3	The bidder must be a company with a minimum of two (2) years' experience in providing waste management services.		
	The bidder must submit a resume detailing how they meet this experience with their bid.		
	The bidder must submit three (3) references with their proposal demonstrating compliance: It may be presented in this format; 1- Name of client. 2- Term of service; Type of Service (s)		