



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

John Cabot Building
10 Barters Hill, P.O. Box 4600
St. John's
Newfoundland and Labrador
A1C 5T2
Bid Fax: (709) 772-4603

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Garrison-Waste Collection/Dispose Garrison St. John's - Waste Collection & Disposal	
Solicitation No. - N° de l'invitation W0501-22M005/A	Date 2021-09-29
Client Reference No. - N° de référence du client W0501-22M005	
GETS Reference No. - N° de référence de SEAG PW-\$PWD-012-7686	
File No. - N° de dossier PWD-1-44089 (012)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Newfoundland Daylight Saving Time NDT on - le 2021-10-18 Heure Avancée de Terre-Neuve HAT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Connolly, Carolyn	Buyer Id - Id de l'acheteur pwd012
Telephone No. - N° de téléphone (709) 690-3778 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CFS St. John's locations: 1) Surgeon Lieutenant-Commander W. Anthony Paddon Building - 115 The Boulevard 2) Military Family Resource Center (MFRC) – 145 Churchill Avenue 3) HMCS Cabot and the Boathouse – 220 South Side Hills Road	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

PWGSC/TPSGC-Nfld Region/Real Property
John Cabot Building
10 Barters Hill, P.O. Box 4600
St. John's
Newfoundl
A1C 5T2

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

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

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

1.2 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.

1.3 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.

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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.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Bid Submission – W0501-22M005/A

Public Services and Procurement Canada
The John Cabot Building
10 Barter's Hill, St. John's, NL A1C 5T2

or

Electronic submissions may be sent to: PWGSC Bid Receiving Unit in Newfoundland and Labrador:
TPSGC.RARceptionSoumissionsTNL-ARBidReceivingNL.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.

or

Facsimile submissions may be faxed to:

(709) 772-4603

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- 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 Offer (1 hard copy)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- 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.

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.

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Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex “E” 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.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Important: To be deemed responsive, bidders must meet the mandatory technical criteria. It is not acceptable to simply say your proposed product(s) or services meets each of the mandates. In a technical bid document, bidders must demonstrate how their product(s)/services meet each of the technical criteria.

It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced at Annex "C" for each mandatory requirement to outline where, in the supporting technical documentation, it demonstrates compliance. It is the Bidder's responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s)/services meet the mandatory requirements. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

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

NOTE: Option year pricing will be incorporated into the Basis of Selection process.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame 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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Workers Compensation Certification- Letter of Good Standing

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

The Bidder must provide, within two (2) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

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

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from 01 December 2021 to 30 November 2023.

6.3.2 Option to Extend the Contract

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

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Carolyn Connolly
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Atlantic Region
Science, Professional Services and Marine
The John Cabot Building, 10 Barter's Hill
P.O. Box 4600, St. John's, NL A1C 5T2

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Telephone: (709) 690-3778

Facsimile: (709) 772-4603

E-mail address: Carolyn.Connolly@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.

6.4.2 Project Authority

The Project Authority for the Contract will be named at Contract award.

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.

6.4.3 Contractor's Representative **[MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]**

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ ____ _____

Facsimile: _____

E-mail address: _____

6.5 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" Basis of Payment for a cost of \$_____ (inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.6.2 Limitation of Price

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

6.6.3 Monthly Payment

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

6.6.4 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)

6.7 Invoicing Instructions – Maintenance Services

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the monthly maintenance report described in the *Statement of Work* of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

2. The Contractor must distribute the invoices and reports as follows:

The original and one (1) copy of the invoice and monthly maintenance reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.8 Certifications and Additional Information

6.8.1 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.

6.8.2 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department
SACC Manual clause [A0285C](#) (2007-05-25), Workers Compensation

6.9 Applicable Laws

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

6.10 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 [2010C](#) (2020-05-28) General conditions - Services (medium complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Mandatory Requirements;
- (f) Annex "D", Insurance Requirements;
- (g) Annex "E", Electronic Payment Instruments;
- (h) Annex "F", Integrity Provisions;
- (i) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "* as clarified on _____ *" or "* as amended on _____ *" and insert date(s) of clarification(s) or amendment(s)*)

6.11 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](#)".

6.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "D". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based

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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.

6.13 SACC Manual Clauses

SACC *Manual* clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations

6.14 Tipping Fees

Notwithstanding the terms and conditions expressed herein, if an increase or decrease in "Tipping Fees" is announced by the authority having jurisdiction after the date and time set for tender closing, the contract amount shall be increased or decreased by an amount equal to the increase or decrease in cost incurred by the Contractor. Increase will be allowed provided the contractor supplies a letter verifying the increase/decrease to the Contracting Authority.

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ANNEX "A"
STATEMENT OF WORK

See attached Statement of Work which forms Annex "A".

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ANNEX "B"
BASIS OF PAYMENT

- Please provide pricing for all line items. Failure to do so will deem bid non-responsive.
- Firm Unit Prices must include ALL relative costs associated with providing the service in accordance with Annex "A", Statement of Work, contained herein and remain firm for the period of the contract
- Firm unit pricing must be in Canadian Dollars
- Firm unit prices do not include GST; GST will be added to the invoice as a separate line item, if applicable.

➤ **Initial Two (2) Year contract Period: 01 December 2021 - 30 November 2023**

Item	Description	Unit	Quantity (a)	Firm Unit Price (b)	Extended Price (a x b)
1	Waste Collection / Disposal for 5th Canadian Division Support Group Garrison (5 CDSG Grn) St. John's:	Month	24	\$ _____	\$ _____
Year 1 and 2 Total [CAD] (A)					\$ _____

➤ **Option Year #1*: 01 December 2023 - 30 November 2024**

Item	Description	Unit	Quantity (a)	Firm Unit Price (b)	Extended Price (a x b)
1	Waste Collection / Disposal for 5th Canadian Division Support Group Garrison (5 CDSG Grn) St. John's:	Month	12	\$ _____	\$ _____
Year 3 Total [CAD] (B)					\$ _____

➤ **Option Year #2*: 01 December 2024- 30 November 2025**

Item	Description	Unit	Quantity (a)	Firm Unit Price (b)	Extended Price (a x b)
1	Waste Collection / Disposal for 5th Canadian Division Support Group Garrison (5 CDSG Grn) St. John's:	Month	12	\$ _____	\$ _____
Year 4 Total [CAD] (C)					\$ _____
TOTAL [CAD] (A+B+C)					\$ _____

*The options years may or may not be exercised; and are dependent on fiscal year funding.

**ANNEX "C"
MANDATORY REQUIREMENTS**

[MUST BE COMPLETED WITH BID SUBMISSION]

IMPORTANT NOTE TO BIDDERS: In order to properly evaluate bids against the mandatory requirements, bidders **MUST** demonstrate in their bid packages that they are able to meet the required services.

Mandatory Requirements	
Description	Supporting Documentation included with bid submission (example: Page Number, Section Number, Paragraph Number, Narrative, etc.)
<p><u>Garbage Container</u></p> <ul style="list-style-type: none"> - Must be front load in design. - Must have a minimum of eight (8) yard capacity. - Must be constructed of either metal or plastic, with two plastic lids. - Must be black in color, including the lids. - Have white decals that are 24 inches long x 6 inches high indicating "GARBAGE ONLY" in English (above) and French (below) on the front, in 1 7/8 inches high, black lettering. NOTE: This requirement does not need to be in place prior to contract award; however, suppliers must show proof of commitment. <u>Bidders must prove through literature/photos that the exact decals as required can be obtained within 10 days of contract award.</u> 	
<p><u>Recycling Container</u></p> <ul style="list-style-type: none"> - Must have a capacity between 90 and 96 gallons. - Must be constructed of plastic with two plastic lids. - Must be blue in color. - Have white decals that are 24 inches long x 6 inches high indicating "REFUNDABLES/RECYCLABLES", and "MIXED 	

	<p>PAPER” in English (above) and French (below) on the front, in 1 7/8 inches high, black lettering. NOTE: This requirement does not need to be in place prior to contract award; however, suppliers must show proof of commitment. <u>Bidders must prove through literature/photos that the exact decals as required can be obtained within 10 days of contract award.</u></p>	
	<p><u>Cardboard Container</u></p> <ul style="list-style-type: none">- Must have a minimum of six (6)-yard capacity.- Must be constructed of either metal or plastic, with two black plastic lids.- Must be brown or beige in color.- Have white decals that are 24 inches long x 6 inches high indicating “CARDBOARD ONLY” in English (above) and French (below) on the front, in 1 7/8 inches high, black lettering. NOTE: This requirement does not need to be in place prior to contract award; however, suppliers must show proof of commitment. <u>Bidders must prove through literature/photos that the exact decals as required can be obtained within 10 days of contract award.</u>	
	<p><u>Metal Container</u></p> <ul style="list-style-type: none">- Must have a minimum of fifteen (15) to twenty (20) yard capacity.- Have white decals that are 24 inches long x 6 inches high indicating “METAL ONLY” in English (above) and French (below) on each side, in 1 7/8 inches high, black lettering. NOTE: This requirement does not need to be in place prior to contract award; however, suppliers must show proof of commitment. <u>Bidders must prove through literature/photos that the exact decals as required can be obtained within 10 days of contract award.</u>	

ANNEX "D" INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

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

Automobile Liability Insurance

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

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ANNEX "E"
ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by 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).

Statement of Work

St John’s Waste Collection and Disposal

1. Scope

1.1 Objective

To have a Contractor perform the quarterly collection of metal and the weekly collection and disposal of garbage, cardboard and recycling from 5th Canadian Division Support Group Garrison St. Johns.

1.2 Background

The Department of National Defence (DND) and Canadian Armed Forces (CAF) currently operate a Support Garrison in the St. John’s area of Newfoundland and Labrador. As a result, there is a need to properly dispose of the metal, garbage, recycling, and cardboard generated by the Garrison.

2. Requirements

2.1 Tasks:

2.1.1. The Contractor must provide all labour, supervision, and equipment to perform the collection and disposal of garbage, cardboard and recycling on a weekly basis.

2.1.2. The locations requiring services at Garrison St. John’s are:

- 2.1.2.1. Surgeon Lieutenant-Commander W. Anthony Paddon Building - 115 The Boulevard
- 2.1.2.2. Military Family Resource Center (MFRC) – 145 Churchill Avenue
- 2.1.2.3. HMCS Cabot and the Boathouse – 220 South Side Hills Road

2.1.3. The Contractor will provide all garbage, cardboard and recycling containers, as per the following:

2.1.3.1. **Paddon Building:**

- Two (2) garbage containers
- Twelve (12) recycling containers
 - One (1) mixed paper/blue bag container
- Two (2) cardboard containers
- One (1) metal container
- One (1) wood container

2.1.3.2. **MFRC Building:**

- One (1) garbage container
- One (1) recycling container
 - One (1) mixed paper/blue bag container
- One (1) cardboard container

ANNEX “A”

2.1.3.3. **Cabot Building:**

- One (1) garbage container
- Four (4) recycling containers
 - One (1) mixed paper/blue bag container
- One (1) cardboard container

2.1.4. The Contractor must provide a container for metal disposal and empty it six (6) times a year.

2.1.4.1. The metal container will be placed at the Paddon Building - 115 The Boulevard.

2.1.4.2. The container must be emptied every two (2) months, from the date of contract award.

2.1.5. The Contractor must provide a container for wood disposal and empty it monthly, from the date of contract award.

2.1.6. The Contractor must ensure that all streams of waste are sent to their approved facilities.

2.1.7. The Contractor must ensure that all containers are completely emptied after every collection, with no debris or scraps.

2.1.8. The Contractor must ensure that any garbage found in the cardboard or recycling containers, at the time of pick-up, is placed into the garbage.

2.1.9. Any loose recycling found in the recycling containers, at the time of pick-up, must be placed into clear bags and disposed of accordingly.

2.1.10. The Contractor must ensure that all lids are properly closed after collection.

2.1.11. The Contractor must ensure that all debris resulting from collection and transportation is cleaned up immediately.

2.2 Constraints:

2.2.1. Garbage containers must comply with the following specifications:

2.2.1.1. Be front load in design.

2.2.1.2. Have a minimum of eight (8)-yard capacity.

2.2.1.3. Be constructed of either metal or plastic, with two plastic lids.

2.2.1.4. Be black in color, including the lids.

2.2.1.5. Have a 4 inches x 4 inches channel running front to back underneath the containers.

2.2.1.6. Have channels that are made of metal if the containers are constructed of metal.

Alternately, containers that are constructed of plastic must have channels that are made of either wood or plastic.

2.2.1.7. Have white decals that are 24 inches long x 6 inches high indicating “GARBAGE ONLY” in English (above) and French (below) on the front, in 1 7/8 inches high, black lettering. This

ANNEX “A”

requirement does not need to be in place prior to contract award; however, suppliers must show proof of commitment. Bidders must prove through literature/photos that the exact decals as required can be obtained within ten (10) days of contract award.

2.2.2. Wood containers must comply with the following specifications:

- 2.2.2.1. Be front load in design.
- 2.2.2.2. Have a minimum of eight (8)-yard capacity.
- 2.2.2.3. Be constructed of either metal or plastic, with two plastic lids.
- 2.2.2.4. Be black in color, including the lids.
- 2.2.2.5. Have a 4 inches x 4 inches channel running front to back underneath the containers.
- 2.2.2.6. Have channels that are made of metal if the containers are constructed of metal. Alternately, containers that are constructed of plastic must have channels that are made of either wood or plastic.
- 2.2.2.7. Have white decals that are 24 inches long x 6 inches high indicating “WOOD ONLY” in English (above) and French (below) on the front, in 1 7/8 inches high, black lettering. This requirement does not need to be in place prior to contract award; however, suppliers must show proof of commitment. Bidders must prove through literature/photos that the exact decals as required can be obtained within ten (10) days of contract award.

2.2.3. Recycling containers must comply with the following specifications:

- 2.2.3.1. Have a capacity between 90 and 96 gallons.
- 2.2.3.2. Be constructed of plastic with two plastic lids.
- 2.2.3.3. Be blue in color.
- 2.2.3.4. Width not to exceed 60cm
- 2.2.3.5. Height not to exceed 115cm
- 2.2.3.6. Have white decals that are 24 inches long x 6 inches high indicating “REFUNDABLES/RECYCLABLES”, and “MIXED PAPER” in English (above) and French (below) on the front, in 1 7/8 inches high, black lettering. This requirement does not need to be in place prior to contract award; however, suppliers must show proof of commitment. Bidders must prove through literature/photos that the exact decals as required can be obtained within ten (10) days of contract award.

2.2.4. Cardboard containers must comply with the following specifications:

- 2.2.4.1. May be front load in design or hand collect.
- 2.2.4.2. Have a minimum of six (6)-yard capacity.
- 2.2.4.3. Be constructed of either metal or plastic, with two black plastic lids.
- 2.2.4.4. Be brown or beige in color.
- 2.2.4.5. Have a 4 inches x 4 inches channel running front to back underneath the containers.
- 2.2.4.6. Have channels that are made of metal if the containers are constructed of metal.

ANNEX “A”

- 2.2.4.7. Alternately, containers that are constructed of plastic must have channels that are made of either wood or plastic.
- 2.2.4.8. Have white decals that are 24 inches long x 6 inches high indicating “CARDBOARD ONLY” in English (above) and French (below) on the front, in 1 7/8 inches high, black lettering. This requirement does not need to be in place prior to contract award; however, suppliers must show proof of commitment. Bidders must prove through literature/photos that the exact decals as required can be obtained within ten (10) days of contract award.

2.2.5. Metal containers must comply with the following specifications:

- 2.2.5.1. Have a minimum of fifteen (15) to twenty (20) yard capacity.
- 2.2.5.2. Maintained in good repair, absent of rust or flaking paint.
- 2.2.5.3. Have white decals that are 24 inches long x 6 inches high indicating “METAL ONLY” in English (above) and French (below) on each side, in 1 7/8 inches high, black lettering. This requirement does not need to be in place prior to contract award; however, suppliers must show proof of commitment. Bidders must prove through literature/photos that the exact decals as required can be obtained within ten (10) days of contract award.

2.2.6. Gate Security: The Contractor must follow procedures as laid out by Gate Security, and are subject to having identification cards check upon entering DND locations.

- 2.2.6.1. All vehicles owned and operated by the Contractor are subject to a search at any time in accordance with standing orders.
- 2.2.6.2. The Contractor must also provide (in writing) a list of all employees and vehicle information throughout the length of the contract.

2.2.7. Container maintenance must be periodically monitored.

- 2.2.7.1. Any damages must be reported to the Project Authority immediately.
- 2.2.7.2. Containers damaged by the Department of National Defence (DND) will be replaced at the Crown’s cost.

2.3 Timeframe and Delivery Dates

- 2.3.1. Collection for all locations must occur on Thursday of each week between the hours of 7:00 AM and 4:00 PM.
- 2.3.2. After-Hours Work: The Contractor may be required to work on weekends, if during the week they cannot perform the required duties due to inclement weather, or restricted access to areas.

ANNEX “A”

2.3.2.1. Any additional weekend work can only be conducted if approved in writing by the Contracting Officer, prior to any work being done. The Contractor must inform the Project Authority in such case, who will proceed to inform the Contracting Authority.

2.3.3. Schedule Discrepancies: When collection coincides with any holiday, the collection must occur on either the business day immediately before, or the business day immediately after.