



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS A :**

Bid Receiving/Réception des soumissions :

[cfia.bidreceipt-  
receptiondesoumission.acia@inspection.gc.ca](mailto:cfia.bidreceipt-receptiondesoumission.acia@inspection.gc.ca)

**REQUEST FOR  
PROPOSAL**

**DEMANDE DE  
PROPOSITION**

Proposal to: Canadian Food Inspection Agency

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 therefore.

Proposition aux : Agence canadienne d'inspection des aliments

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: - Commentaries :

<b>Title – Sujet</b>		<b>Date</b>
Biohazardous Waste Removal Services at the CFIA Lethbridge Laboratory		January 26, 2022
<b>Sollicitation No. – N° de l'invitation</b> B0191		
<b>Client Reference No. - No. De Référence du Client</b> B0191		
<b>Sollicitation Closes – L'invitation prend fin</b>		
<b>At /à :</b>	12:00 p.m. (12 : 00 hrs) (Ottawa time)	EST (Eastern Standard Time) HNE (Heure normale de l'Est)
<b>On / le :</b>	February 22, 2022	
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Carol Trottier		
<b>Telephone No. – No. de téléphone</b> (613) 291-2857		<b>Facsimile No. – No. de télécopieur</b>
<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes		<b>Delivery Offered – Livraison proposée</b>
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>		<b>Facsimile No. – No. de télécopieur</b>
<b>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)</b>		
<b>Signature</b>		<b>Date</b>

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Solicitation No. - N° de l'invitation

B0191

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

B0191

Amd. No. - N° de la modif.

B0191

File No. - N° du dossier

Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Insurance Requirements, and any other annexes.

### **1.2 Summary**

- 1.2.1 The Canadian Food Inspection Agency (CFIA) has a requirement of biohazardous waste removal services for the Lethbridge Laboratory, in accordance with the Statement of Work at Annex "A". The initial contract shall be for a period of two (2) years, with three (3) one-year option periods at the sole discretion of the Agency.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.
- 1.2.4 There is a **mandatory site visit** associated with this requirement where personnel security screening is required prior to gaining access to PROTECTED information, assets or sites. Consult Part 2 – Bidder Instructions.

### **1.3 Debriefings**

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

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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.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names “.

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

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

Bid must be submitted only to the Canadian Food Inspection Agency (CFIA) Bid Receiving e-mail by the date, time and place indicated on page 1 of the bid solicitation.

[cfia.bidreceipt-receptiondesoumission.acia@inspection.gc.ca](mailto:cfia.bidreceipt-receptiondesoumission.acia@inspection.gc.ca)

The Bidder has the sole responsibility for the timely receipt of a proposal by CFIA. Late bids will not be accepted. Please clearly indicate the bid solicitation reference number in the Subject line of your e-mail.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian

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Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

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

## **2.4 Enquiries - Bid Solicitation**

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

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

## **2.5 Applicable Laws**

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

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 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 4 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.7 Mandatory Site Visit**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Canadian Food Inspection Agency, Lethbridge Laboratory, Township Toad 9-1, Lethbridge, AB T1J 0P3 on February 8, 2022. The site visit will begin at 09:00 a.m. (Mountain Standard Time), waiting in the lobby for the Technical Authority.

Personnel security screening is required prior to gaining authorized access to PROTECTED information, assets, or sites. The Bidder's Company Security Officer (CSO) must ensure that their representative(s) hold a valid security clearance at the required level for the site visit. Failure to comply with the security requirements will result in the representative(s) being denied access to the site.

This site visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who attend must be fully vaccinated against COVID-19 with a Health Canada-approved COVID-19 vaccine(s), or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Bidders must communicate with the Contracting Authority no later than February 2, 2022 at 12:00 p.m. (Eastern Standard Time), to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders must also complete and submit the following certification:

I, \_\_\_\_\_ (first and last name), as the representative of \_\_\_\_\_ (name of business) pursuant to \_\_\_\_\_ (insert solicitation number), warrant and certify that all personnel that will attend this site visit on the business' behalf are:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

I certify that all personnel that will attend on behalf of \_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the site visit. I understand that the certifications provided to Canada are subject to verification at all times. Canada reserves the right to request additional information to verify the certifications at all times. I also understand that Canada will declare a bid non-responsive or a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the above certification as required will not be allowed access to the site. Bidders will be requested to sign an attendance sheet. No alternative appointment will be given to bidders who do not attend or do not send a representative. Bidders who do not participate in the visit will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Due to the current Covid-19 situation, CFIA has put precautionary measures in place. In order to abide by social distancing rules and limit the size of gatherings, we are asking all interested bidders to confirm their

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attendance and provide the names of individuals attending the site visit. Please limit the number of people to 1 or 2 persons per firm.

Note that depending on the number of participants at the site visit, multiple groups may be formed in order to respect proper social distancing requirements.

Face Masks will be provided for all contractors attending the job showing. Contractors are strongly encouraged to wear their face mask through the entire job showing.

## 2.8 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**

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

Canada requests that bidders provide their bid in four (4) separately bound sections as follows:

Section I: Technical Bid (1 soft electronic copy);

Section II: Financial Bid (1 soft electronic copy);

Section III: Certifications (1 soft electronic copy); and

Section IV: Additional Information (1 soft electronic copy).

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

#### **Section I: Technical Bid**

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

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

#### **Section II: Financial Bid**

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

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

Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

##### **3.1.3 Exchange Rate Fluctuation**

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

##### **3.1.4 SACC Manual Clauses**

#### **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 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

A bid must comply with all the Mandatory Criteria in order to be considered technically responsive.

#	Mandatory Criteria	Mandatory Met		Substantiation (Section/Page(s) in Proposal where Mandatory is Met)
		Yes	No	
M1	The Bidder or a representative of the Bidder must attend the site visit scheduled on February 8, 2022. Failure to attend the site visit will be considered non-compliant.			
M2	The Bidder must provide a copy of: <ol style="list-style-type: none"> <li>1. SRM Permit (Specified Risk Material), and</li> <li>2. TDG license (Transportation of Dangerous Goods)</li> </ol> and dispose of dangerous/hazardous materials in accordance with appropriate Provincial regulations.			
M3	The Bidder must demonstrate that all personnel going on-site have completed their Workplace Health Materials Information System (WHMIS) training.  Copies of individual training certificates must be included as part of the bid.			
M4	The Bidder must provide proof of a Dangerous Goods Transportation certificate / document, in accordance with the Transportation of Dangerous Goods Regulations - Part 6.			

	Copies of the certificates must be included as part of the bid.			
<b>M5</b>	<p>The Bidder's vehicles must be appropriately licensed for the Transportation of Dangerous Goods by their provincial authority.</p> <p>Copy of vehicle license permit for the Transportation of Dangerous Goods must be included as part of the bid.</p>			
<b>M6</b>	<p>The Contractor's vehicles must hold a Specified Risk Materials Permit.</p> <p>Copy of Specified Risk Materials Permit must be included as part of the bid.</p>			

## 4.2 Basis of Selection

### 4.2.1 Mandatory Technical Criteria

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

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

#### 5.1.2 Additional Certifications Required with the Bid

##### 5.1.2.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

#### COVID-19 Vaccination Requirement Certification

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), warrant and certify that all  
personnel that \_\_\_\_\_ (*name of business*) will provide on the  
resulting Contract who access federal government workplaces where they may come into contact with  
public servants will be:

fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or  
for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other  
prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation  
and mitigation measures that have been presented to and approved by Canada;  
until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination  
Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified  
of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier  
Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this  
requirement.

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I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

### Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

## **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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/canada/esdc/labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

## **5.2.3 Additional Certifications Precedent to Contract Award**

### **5.2.3.1 Status and Availability of Resources**

*SACC Manual* Clause [A3005T](#) (2010-08-16), Status and Availability of Resources

### **5.2.3.2 Education and Experience**

**5.2.2.3.1** *SACC Manual* clause [A3010T](#) (2010-08-16), Education and Experience

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## PART 6 – SECURITY AND OTHER REQUIREMENTS

### 6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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## **PART 7 - RESULTING CONTRACT CLAUSES**

*Delete this title and the following sentence at contract award.*

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

### **7.1 Statement of Work**

The Canadian Food Inspection Agency (CFIA) has a requirement of biohazardous waste removal services for the Lethbridge Laboratory, in accordance with the Statement of Work at Annex "A". The initial contract shall be for a period of two (2) years, with three (3) one-year option periods at the sole discretion of the Agency.

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### **7.2.2 Supplemental General Conditions**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### **7.3 Security Requirements**

**7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract - Refer to Annex C – Security Requirements Check List.

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The period of the Contract is from April 1, 2022 to March 31, 2024 inclusive.

#### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Client Department Name and Address:

Carol Trottier  
Procurement Officer  
Canadian Food Inspection Agency  
59 Camelot Drive  
Ottawa, ON  
K1A 0Y9  
Telephone: (613) 291-2857  
E-mail address: [carol.trottier@inspection.gc.ca](mailto:carol.trottier@inspection.gc.ca)

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

### 7.5.2 Project Authority

The Project Authority for the Contract is: *(provided at contract award)*

Name:  
Title:  
Organization:  
Address:

Telephone:  
E-mail address:

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

### 7.5.3 Contractor's Representative *(provided at contract award)*

Contact Name:  
Title:  
Telephone:  
E-mail address:

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Payment

### 7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

#### **7.7.2 Limitation of Expenditure**

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*provided at contract award*).

1. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### **7.7.3 Method of Payment (Monthly Payments)**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### **7.7.4 Electronic Payment of Invoices – Contract**

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

- a. Direct Deposit (Domestic and International);

#### **7.7.5 Discretionary Audit**

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The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

## **7.8 Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

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

### **7.10 Applicable Laws**

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

### **7.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the General Conditions, [2035](#) (2020-05-28), High Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Requirements; and

- 
- (g) 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)*).

### 7.12 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 Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 7.13 Dispute Resolution

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

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**ANNEX "A"**

**STATEMENT OF WORK**

## **Lethbridge Laboratory Biohazardous Waste Removal**

### **1.0 Introduction and Scope**

The Canadian Food Inspection Agency (CFIA) wishes to enter into a contract with a vendor(s) (hereafter referred to as the "proponent(s)" or the "Contractor(s)") for the purpose of biohazardous waste removal services for the Lethbridge Laboratory located at Township Toad 9-1, Lethbridge, AB, T1J 3Z4.

The work to be performed by the Contractor consists of the collection and transportation of biohazardous waste materials to a licensed waste disposal facility approved for operation by the provincial and/or municipal authority having jurisdiction. It is not acceptable to carry out alternate disposal, reuse or recycling arrangements of any collected materials without the prior consent of the Technical Authority.

### **1.1 CFIA Background**

The CFIA Lethbridge Laboratory is a multidisciplinary research, technology development and diagnostic services laboratory located in the County of Lethbridge. The laboratory holds animal facilities that have Risk Group 2 (pathogens that pose a moderate individual health risk, low community risk) and Risk Group 3 (pathogens that pose a high individual health risk, medium to low community risk) agents including Prion (an agent causing transmissible spongiform encephalopathy in animal and human).

Biohazardous waste produced at the facility for the purpose of this contract is generally incinerated as the waste types or amounts may not be suitable for autoclaving or other means of disposal.



Figure 1. Site Map, noting entrance route and loading dock location.

## 1.2 Site Access

The Contractor will have access to the site during regular business hours as outlined in the pick-up schedule, or by pre-arranging times with the Technical Authority as described in Section 2.0 – Statement of Work.

## 1.3 Regulations

Any and all work in relation to the contract is to be undertaken in accordance with rules and regulations of authorities having jurisdiction, and any other of municipal, provincial or federal application, including but not limited to the latest version of publication of:

- a) Occupational Health and Safety Act, Statutes of Alberta, 2017, Chapter O-2.1, current as of December 9, 2020.
- b) Waste Control Regulation, Environmental Protection and Enhancement Act, Alberta Regulation 192/1996 with amendments up to and including Alberta Regulation 198/2019, current as of December 5, 2019. This includes conditions for Certificates of Approval and Licensing for waste management transportation, processing and/or disposal;
- c) Human Pathogens and Toxins Act (S.C. 2009, c. 24);
- d) Transportation of Dangerous Goods Act (S.C. 1992, c. 34); and
- e) All other related regulations of federal, provincial and municipal application.

## 1.4 Health and Safety

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All safety measures respecting personnel and fire hazards recommended by Municipal, Provincial or Federal codes and/or prescribed by the authorities having jurisdiction, must be observed at all times.

The Contractor must ensure that all personnel going on-site have completed Workplace Health Materials Information System (WHMIS) and basic level Health and Safety training.

The Contractor must ensure that all certifications in accordance with the Transportation of Dangerous Goods Regulations - Part 6 remains in good standing.

All unsafe working conditions identified while conducting work outlined in this Statement of Work must be reported to the Technical Authority immediately.

Hitching, lifting or securing devices mounted on containers must be inspected regularly and maintained to limit the hazard to personnel and public safety.

The Technical Authority reserves the right to have the operations, methods and equipment inspected and anything identified to be unsafe, not suitable, or defective be replaced by acceptable alternates at no additional cost to the Government of Canada.

The Government of Canada will not be held responsible for bodily injury and/or property damage caused by the Contractor's employees or equipment.

## **2.0 Statement of Work**

The proponent will provide services to meet the requirements as described below for the Lethbridge Laboratory.

### **2.1 Description of Materials**

#### Definition of Biohazardous Waste

For the purposes of this contract, biohazardous wastes can be defined as waste that is reasonable expected to contain an infectious substance. Under the Transportation of Dangerous Goods Regulations, infectious substances are defined as substances, such as viruses, bacteria, parasites, fungi or other agents that are known or reasonably believed to cause diseasing humans or animals. Infectious substances might also be blood, tissue, organs, body fluids or cultures that contain pathogenic microorganisms. Infectious substances are classified as Class 6.2, infectious Substances dangerous good.

#### Biohazardous Waste: Up to 10 of 55L Gallon Drums per week (varies by workload)

The Contractor will be required to transport and incinerate the following materials:

- Anatomical material (tissues and carcasses) and other materials containing various Human/Animal Risk Group (RG) 2 (Category B under Transportation of Dangerous Goods (TDG) and RG3 pathogenic agents (Category A and B under TDG), including prions
  - Exempt animal specimens and Category B animal materials (whole carcasses, parts, tissues, feces) from diagnostic and/or research animals for prion (bovine and ovine) and for rabies (canine, feline, bats and other mammals, naturally infected).
  - Shavings, hay, beta-cob exposed to animal urine and feces (up to Category B)
  - Possibility of whole carcasses, parts, tissues from animals that are Category A

- 
- Human and animal blood/swab samples that are exempt under TDG (health monitoring of animals under CFIA animal health surveillance program and sample collection tubes with swabs for SARS-CoV-2)
  - Other waste associated with working with the anatomical material (potentially exposed to organisms classified as Category A or B)
    - Plastic bags to line the barrels/boxes
    - Plastic shavings bags
    - Disposable gloves (rubber, nitrile, latex)
    - Tyvek suits
    - Cardboard
    - Paper
    - Newsprint
    - Disposable gowns
    - Plastic knives
    - Petri dishes and ELISA plates (plastic)
    - Cryovials (plastic)
    - Plastic containers
    - Pipette tips
    - Disposable shoe covers
    - Disposable respirators and masks
    - Disposable absorbent bench liners
    - Disposable wipes
  - Chemicals contaminated with prions
    - Alcohols
    - HistoClear, ClearRite
    - Isobutanol
    - Xylene

## 2.2 Logistics

The Contractor must provide regular-scheduled automated pick-up of 55 gallon drums and 5 gallon pails for biohazardous waste disposal using a per weight fee for collection.

The biohazardous waste will be amalgamated by the client at the site and an estimated weight of transportation will be provided by the client.

The waste will be collected by the Contractor and transported for disposal to a waste disposal site having appropriate and necessary licenses as defined by the provincial and/or municipal authority. The waste must be transported by a provincially approved hauler from the collection point directly to the disposal site on routes designated by the municipal authority.

Waste removed in the performance of this contract is to be shipped from the client's location to the intended disposal site regardless of the composition of waste within each of the containers.

It is suggested that the proponent review the scope, including number of drums required for removal, at the time of the bid to accurately represent the site's requirements during the mandatory site visit, further details provided in Part 2 – Bidders Instructions – Section 2.7 - Mandatory Site Visit.

The Contractor must specify which in-region facility receives CFIA biohazardous waste and must provide the corresponding tipping fee to CFIA staff for their records. The Contractor must notify the CFIA if the rate changes at any point during the contract.

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The use of subcontractors is allowed provided they are listed in the proponent's proposal, they are contracted to the proponent, and they are able to provide services that meet the requirements of this contract.

The Contractor must provide clean drums and pails for this contract and exchange a sufficient number of drums as directed by the Technical Authority, or drop off required amounts.

### **2.3 Deliverables**

As part of the protocol for the above section, the Contractor must:

- Provide a copy of the third-party generated scale ticket(s) for each load.
- Provide a copy of inspection or certificate for the scale weighing device that will weigh the hazardous material.
- Use a scale that is certified through the Canada Weights and Measures Act and scale tickets shall be dated and timed. This will include the name of the drop off facility, date, time, load weight, and cost. Scale tickets by facility are to be in a summarized, chronological order to be included with each monthly invoice.
- Attach all scale tickets and supplementary information to each invoice prior to payment.
- Accordingly, a Health and Safety plan must be developed and implemented as required. The Contractor must provide the Health and Safety Plan to the Technical Authority three (3) days after contract award.

### **2.4 Frequency and Number of Collections**

The site must be serviced as per the frequency and number of required containers detailed as follows:

Collection Time: Monday – Friday, 7AM – 3PM

Unit Size: 55 gallon drums and 5 gallon pails

Collection Frequency and Day: Weekly, with day of the week to be established once contract is awarded.

Total Collections Per Year: 52 pick-ups per year

Throughout the duration of the contract, the collection frequency and/or number of containers may be revised to reflect changing service demands. Any changes to the schedule must be communicated via email by the Technical Authority to the Contractor and a formal amendment to the contract will be issued by the Contract Authority.

To help ensure a collection schedule that best meets the needs of the individual sites, the Contractor must be responsible to inform the Technical Authority of any substantial and lasting changes in the amount of waste materials generated from any site (i.e. whether containers are continuously overflowing or regularly empty upon collection).

### **2.5 Scheduling**

Biohazardous waste will be collected as per the collection times and days as outlined above.

Collections will occur from Monday to Friday, between 7:00 A.M. and 3:00 P.M. unless otherwise stated. Any scheduling changes require prior authorization from the Technical Authority before they can take effect. It is imperative that the collection schedule (and times) outlined be strictly adhered to, to facilitate and prevent interferences with client operations.

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Any future scheduling change requests must be submitted via email between the Technical Authority and the Contractor. Any proposed changes must be mutually agreed upon between the Contractor, the Technical Authority and the Contracting Authority before subsequently being put into effect. A formal amendment to the contract, including any changes made will be issued in a timely manner.

## 2.6 Missed Collections

The Contractor is required to inform the Technical Authority at least forty-eight (48) hours in advance if a collection schedule may not or cannot be met at the collection scheduled time. If this is not possible due to unforeseen circumstances, the Contractor must inform the Technical Authority as soon as it is known and no later than the next business day, including a written explanation by email of the circumstances surrounding the missed collection. The Contractor and Technical Authority will mutually agree to a new time for the missed pick-up.

If the Contractor fails to inform the Technical Authority of the change to the schedule, the required collection must still take place and no payment will be issued for these missed or late services.

Should access to a site be blocked, the Contractor's driver must make every effort to contact the Technical Authority prior to leaving the site. In the event that the obstruction can be removed, the collection must be completed as scheduled.

## 2.7 Holiday Schedules

The Contractor shall not be required to provide collections on the following Government of Canada Holidays:

- New Year's Day
- Easter Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday (Ont.)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

If a holiday falls on the specified collection day, the Contractor shall provide collection on the next or previous Government of Canada working day.

The Contractor must provide collection services on all other days of the year not listed above, including Family Day (Alberta) without additional charges.

The Contractor must provide, at its own expense, such additional personnel and equipment as may be required as a result of Holiday collection changes to ensure continuous and uninterrupted collection service as specified under the contract.

## 2.8 Container and Equipment Maintenance

Throughout the duration of the contract, the Contractor must:

- 
- Maintain all associated equipment in good working order at its own expense to ensure that maximum efficiency and cleanliness are maintained at all times; and
  - Advise the Technical Authority of any damage to the Crown's equipment or equipment requiring repairs or maintenance within twenty-four (24) hours of observation.

## 2.9 Cleanliness

Throughout the duration of the contract, the Contractor must:

- Leave the collection points neat and orderly after each collection and immediately remove any spillage from the containers or trucks during the collection operation or en route to the disposal facility;
- Spillage of waste occurring en route to the waste disposal site must be removed by the Contractor immediately;
- Ensure that areas around containers are clean of debris after the removal and replacement of containers. At no time will the Contractor leave any containers anywhere on-site other than in the designated areas or in an area designated by the client or Technical Authority.

## 2.10 Spills, Damage to the Premises

All spills (including fluid leaks from vehicles) and damage occurring on Federal Property must be reported to the Technical Authority immediately.

Responsibilities for spills or damage to the premises or containers during servicing of this contract must be the sole responsibility of the Contractor. In the case of structural damage to the property, corrective action must be undertaken within twenty-four (24) hours from the time of the incident.

Damage to the premises would include but not be limited to lands, buildings, walls, structures, utilities, fences, trees, shrubs, roads, containers, etc.

Where required, the site must be inspected within twenty-four (24) hours by the Contractor and the Technical Authority of any detected or reported problems, as defined above. The inspection must determine and identify whether any damage was caused by the Contractor. It is the responsibility of the Contractor to provide evidence that any damage claimed by Canada were not caused by the Contractor.

## 2.11 Reporting of Problems

The Contractor is required to immediately report any accidents, spills, concerns, anomalies, contamination, impediments to access or other problems to the Technical Authority via telephone, and via email within twenty-four (24) hours of observation.

At no time will the Contractor address on-site issues with on-site personnel without first notifying the Technical Authority

## 2.12 Equipment and Materials

The Contractor shall not park or store any equipment on the site without the written consent of the Technical Authority.

The Contractor shall have the containers and/or equipment listed in the sections above and like equipment and vehicles supporting the removal of all containers as listed available at all times.

The Technical Authority reserves the right to request additional or alternate equipment to meet increased service demands due to expanding site operations or client needs.

The Contractor must advise the Technical Authority of any damage to the equipment or equipment requiring repairs or maintenance within twenty-four (24) hours of observation.

### **2.13 Collection Vehicles**

Contractor's vehicles must:

- a) Be available in numbers sufficient to satisfy the service demands as outlined;
- b) Prevent loss or spillage of the materials throughout the collection and delivery process; and
- c) Be appropriately licensed by the provincial authority to transport biohazardous waste.

**ANNEX "B"**

**BASIS OF PAYMENT**

In accordance to Annex A, the requirement is as follows. Prices are in Canadian dollars and exclusive of Custom Duties and any applicable taxes.

The bidder must fill out the following tables: initial contract period, as well as the (3) three (1) one-year option periods, including Table E (strictly for evaluation purposes).

**Table A – Initial Contract Period: April 1, 2022 to March 31, 2024**

<b>WASTE AND RECYCLING PICKUP AT THE LETHBRIDGE LABORATORY</b>	<b>Firm All-Inclusive Price Per Pound Collection Fee (A)</b>	<b>Estimated Number of Pounds Per Collection (B)</b>	<b>Estimated Number of Collections Per Year (C)</b>	<b>Total (Cdn \$) (A X B X C = D) (D)</b>
<b>Initial Contract Period (April 1, 2022 to March 31, 2024)</b>	\$ _____ / lb	2,000 lbs	52	\$
<b>TOTAL:</b>				

**Table B – Option Period Year 1 – April 1, 2024 to March 31, 2025**

<b>WASTE AND RECYCLING PICKUP AT THE LETHBRIDGE LABORATORY</b>	<b>Firm All-Inclusive Price Per Pound Collection Fee (A)</b>	<b>Estimated Number of Pounds Per Collection (B)</b>	<b>Estimated Number of Collections Per Year (C)</b>	<b>Total (Cdn \$) (A X B = C) (C)</b>
<b>Option Year 1 (April 1, 2024 to March 31, 2025)</b>	\$ _____ / lb	2,000 lbs	52	\$
<b>TOTAL:</b>				

**Table C – Option Period Year 2 – April 1, 2025 to March 31, 2026**

<b>WASTE AND RECYCLING PICKUP AT THE LETHBRIDGE LABORATORY</b>	<b>Firm All-Inclusive Price Per Pound Collection Fee (A)</b>	<b>Estimated Number of Pounds Per Collection (B)</b>	<b>Estimated Number of Collections Per Year (C)</b>	<b>Total (Cdn \$) (A X B = C) (C)</b>
<b>Option Year 2 (April 1, 2025 to March 31, 2026)</b>	\$ _____ / lb	2,000 lbs	52	\$
<b>TOTAL:</b>				

Solicitation No. - N° de l'invitation  
 B0191  
 Client Ref. No. - N° de réf. du client  
 B0191

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 B0191

Buyer ID - Id de l'acheteur  
 213  
 CCC No./N° CCC - FMS No./N° VME

<b>TOTAL:</b>		
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**Table D – Option Period Year 3 – April 1, 2026 to March 31, 2027**

WASTE AND RECYCLING PICKUP AT THE LETHBRIDGE LABORATORY	Firm All-Inclusive Price Per Pound Collection Fee (A)	Estimated Number of Pounds Per Collection (B)	Estimated Number of Collections Per Year (C)	Total (Cdn \$) (A X B = C) (C)
Option Year 3 (April 1, 2026 to March 31, 2027)	\$ _____ / lb	2,000 lbs	52	\$
<b>TOTAL:</b>				

**Table E – Summary of Total of Initial Contract Period and three (3) one-year Option Periods**

Initial Contract (April 1, 2022 – March 31, 2024) (Table A) (A)	Option Year 1 (April 1, 2024 – March 31, 2025) (Table B) (B)	Option Year 2 (April 1, 2025 – March 31, 2026) (Table C) (C)	Option Year 3 (April 1, 2026 to March 31, 2027) (Table D) (D)	TOTAL (Cdn \$) (E) A+B+C+D=E
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Applicable Taxes:</b> (Insert the amount, as applicable)				\$ _____
<b>Total Evaluated Price:</b>				\$ _____

\*For evaluation purposes.

Solicitation No. - N° de l'invitation

B0191

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

B0191

Amd. No. - N° de la modif.

File No. - N° du dossier

B0191

Buyer ID - Id de l'acheteur

213

CCC No./N° CCC - FMS No./N° VME

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**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
 LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Canadian Food Inspection Agency</b>	2. Branch or Directorate / Direction générale ou Direction <b>RPEMD</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant <b>Unknown at this time</b>	
4. Brief Description of Work / Brève description du travail Vendor to carry out the duties of disposing biohazardous waste. This includes weekly pick up of containers on site at Lethbridge laboratory at the shipping loading dock, to be then transported to a location to incinerate the biohazardous waste.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
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Government of Canada  
 Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
 Non  Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
 Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
 Commentaires spéciaux : Will need access to the loading dock door

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
 Non  Oui  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
 Non  Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
 Non  Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes  
 Non  Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes  
 Non  Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
 Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes  
 Non  Oui



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

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## ANNEX "D"

### INSURANCE REQUIREMENTS

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. 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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. 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.