



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

INVITATION TO TENDER

APPEL D'OFFRES

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

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

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

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

Title - Sujet Refuse Removal DFO-CCG Southside Ba Refuse Removal DFO-CCG Southside Base St. John's, NL	
Solicitation No. - N° de l'invitation F6839-224001/A	Date 2022-03-24
Client Reference No. - N° de référence du client F6839-224001	GETS Ref. No. - N° de réf. de SEAG PW-\$PWD-014-7785
File No. - N° de dossier PWD-1-44175 (014)	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 2022-04-12 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: Walsh, Heather	Buyer Id - Id de l'acheteur pwd014
Telephone No. - N° de téléphone (709) 631-1853 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS CCG Marine & Civil Infrastructure PO Box 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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F6839-224001/A
Client Ref. No. - N° de réf. du client
F6839-224001

Amd. No. - N° de la modif.
File No. - N° du dossier
PWD-1-44175

Buyer ID - Id de l'acheteur
pwd014
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the bid solicitation.

1.2 Statement of Work

Public Works and Government Services Canada has a requirement on behalf of the Department of Fisheries and Oceans – Canadian Coast Guard for refuse removal at the Canadian Coast Guard site at 280 Southside Road, St. John's, Newfoundland and Labrador.

The work of this contract includes but is not limited to the provisions of all labour, materials and equipment necessary to carry out refuse and cardboard removal, including tipping fees. Refuse consists of the collection of refuse/cardboard at the site and the disposal of the refuse/cardboard at designated Municipal/recycling sites and in accordance with local or municipal by-laws.

The term for this Contract is for two (2) years with one (1) option year.

1.3 Debriefings

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

1.4 epost Connect service

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

1.5 COVID-19 vaccination requirement

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.

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 the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Unit
Public Services and Procurement Canada
2nd Floor, 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 number: (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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Section I: Financial Bid
Section II: 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: Financial Bid (1 hard copies)

Section II: Certifications (1 hard copies)

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

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

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

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

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

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. 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
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: 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 “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” 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 II: 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

Supplier must be able to provide the services listed in Annex "A".

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

SACC Manual Clause [A0069T \(2007-05-25\)](#), Basis of Selection

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.

5.1.2 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:

- a. fully vaccinated against COVID-19;
- b. 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; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

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.

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 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The contractor must perform the Work in accordance with the Statement of Work at Annex 'A'.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C \(2021-12-02\)](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the contract for a Two (2) Year Term from date of award.

6.4.2 Option to Extend the Contract

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

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Heather Walsh
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Atlantic Region

6th Floor, John Cabot Building
St. John's, NL A1C 5T2

Telephone: (709) 631-1853
Facsimile: (709) 772-4603
E-mail address: Heather.Walsh@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.

6.5.2 Project Authority (to be completed upon award)

The Project Authority for the Contract is:

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

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

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

6.5.3 Contractor's Representative

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

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". 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.

6.7.2 Limitation of Price

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

6.7.3 Monthly Payment

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

6.7.4 SACC Manual Clauses

SACC Manual Clause [A9117C \(2007-11-30\)](#), T1204 – Direct Request by Customer Department

6.7.5 Electronic Payment of Invoices – Contract

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

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

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general.

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) copies of the invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information

are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (**2021-12-02**), General conditions: Services (medium complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) 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))

6.12 SACC Manual Clauses

SACC Manual clause [A9068C \(2010-01-11\)](#), Government Site Regulations
SACC Manual clause [G1005C \(2016-01-28\)](#), Insurance – No specific requirement

6.13 Dispute Resolution

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

6.14 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 (PWGSC).

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ANNEX "A"

STATEMENT OF WORK

**DEPARTMENT OF FISHERIES AND OCEANS
CANADIAN COAST GUARD
NEWFOUNDLAND AND LABRADOR**

Contract for Services



REFUSE REMOVAL

Project No. F6839-224001

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PWD-1-44175

Buyer ID - Id de l'acheteur
pwd014
CCC No./N° CCC - FMS No./N° VME

Description: **Service Contract - Refuse Removal**

Location: Department of Fisheries & Oceans
Canadian Coast Guard
280 Southside Road
P.O. Box 5667
St. John's NL
A1C 5X1

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2. General Requirements	2 - 5
3. Disposal Operations	5 - 7

SCOPE OF WORK

1. General

.1 Scope of work under this Contract includes but shall not be limited to the provisions of all labour, materials and equipment necessary to complete the following work in accordance with the plans, specifications and general conditions.

2. Work Included

.1 Carry out refuse and cardboard removal over a two (2) year period with one (1) option year. Refuse consists of the collection of refuse/cardboard at the site(s) listed below and the disposal of the refuse/cardboard at designated Municipal/recycling sites and in accordance with local or municipal by-laws.

.1 Department of Fisheries & Oceans Canada
Canadian Coast Guard
280 Southside Road
P.O. Box 5667
St. John's NL
A1C 5X1

3. Examination of Premises

.1 All parties tendering are advised to examine the site of the proposed work prior to submitting their tenders, and become thoroughly acquainted with same and obtain any and all information that may be necessary an requisite to properly execute contract.

.1 Make arrangements with Charles Newman, telephone number (709) 772-6597 prior to site visit.

4. Work Schedule

.1 Regular Refuse
.1 The schedule for pickups for containers (10-8 cu.yd.) shall be Tuesday, and Friday between 7 a.m and 5 p.m. on each of these days.

.2 Cardboard Containers
.1 The schedule for pickups for cardboard containers (6 - 6 cu. yd.) shall be Wednesday between 7 a.m and 5 p.m. on this day.

5. Meetings.

.1 Upon receiving acceptance of offer and prior to

start of work, contact the Departmental Representative to schedule a site meeting.

- .2 Attend meetings at the sites when notified by Department of Fisheries & Oceans Canada.

GENERAL REQUIREMENTS

1. Codes and Legislated Requirements

.1 The following codes and standards in effect at the time of award are subject to change / revision. The latest editions of each shall be enforced during the term of the contract.

.1 Part II of the Canada Labour Code.

.2 Canada Occupational Safety and Health Section of Part II of the Canada Labour Code.

.3 Fire Commission of Canada #301 Standard for Building Construction Operations.

.4 Canadian Construction and Canada Labour Safety Codes; Provincial Government, Workers' Compensation Board; and Municipal Statutes and Authorities.

.5 Canadian Environmental Protection Act.

.6 The Contractor is responsible to be familiar with the cited Codes and Standards and to ensure that all work undertaken on behalf of Department of Fisheries & Oceans Canada is completed in a safe manner and, at a minimum, in compliance with the cited Codes and Standards. In the event there is a conflict between these Procedures and the cited Codes and Standards, the cited Codes and Standards are to prevail.

.7 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations.

.8 The Contractor can obtain addresses for codes and standards from Departmental Representative upon request.

.9 In the event of a conflict between any of the above codes or standards the most stringent shall apply.

.10 These standards shall be considered an integral part of the specifications and shall be read in conjunction with the drawings and specifications. The Contractor shall be fully familiar with their contents and fleasead requirements as related to the work and materials specified.

2. Licenses and Permits

.1 Provide the authorities having jurisdiction with all information requested.

.2 Pay all fees and obtain certificates and permits required.

.3 Furnish these certificates and permits when requested.

3. Taxes

.1 Pay applicable Federal, Provincial and Municipal taxes.

4. Environmental

.1 All work is to be performed in accordance with the Federal Environmental Protection Act and the Provincial Environmental Acts and Regulations.

5. Product Approvals

.1 The Contractor shall ensure that all controlled products used in the performance of the work are classified and labeled according to the Workplace Hazardous Materials Information System (WHMIS).

.2 The Contractor shall submit for approval the Material Safety Data Sheets (MSDS) for all controlled products that will be used in the performance of this work.

.3 No controlled products are to be brought on site without prior approved Material Safety Data Sheets (MSDS).

.4 Material Safety Data Sheets to remain on site at all times.

6. Personnel

.1 The Contractor will provide the Departmental Representative with a list of all people working on Department of Fisheries & Oceans Canada premises, complete with a copy of their licenses, where applicable, and will update the list immediately when personnel changes.

.2 The Contractor and his/her personnel must adhere to the Federal Government 'NO SMOKING' Policy while in Federal facilities and/or Scent Free Policy if applicable.

7. Workforce Qualifications

.1 Prior to Award Bidders/Tenderers are to provide:

.1 A copy of the company's site-safety plan.

.2 Documentation indicating that the bidder/tenderer meets the requirements for Occupational Health and Safety Requirements for the Province of Newfoundland and Labrador.

.3 Certification letter of good standing from Worker's Compensation Board.

.4 Signed statement by Owner of company that the company will maintain Worker's Compensation Board coverage for the life of the Contract, including sub-contractor.

.2 Before Work Begins Bidders/Tenderers are to provide documentation:

.1 Certification of training for safety for all personnel that will be involved with the Contract. Updated list complete with licenses shall be kept on site including personnel changes.

.2 The Contractor and his/her personnel must adhere to the Federal Government 'NO SMOKING' Policy while in Federal facilities and/or Scent Free Policy if applicable.

.3 All sub-contractors shall adhere to the above qualifications.

9. Scheduling and Hours of Work

.1 Carry out work during normal building operational hours (Monday to Friday between 7 a.m and 5 p.m) unless directed otherwise.

.2 The present occupants will remain in the space during the course of the work. Schedule the work so that the staff can perform their duties.

10. Coordination and Protection

.1 Execute work with minimum disturbance to occupants public and normal use of buildings. Make arrangements with the Department to facilitate execution of work. Maintain access and exits as work area could be occupied during execution of work.

.2 All possible safety precautions are to be taken to ensure the protection of employees or occupants during the course of the work.

DISPOSAL OPERATIONS

1. Disposal Operations

.1 Conduct disposal operations to comply with Federal, Provincial, Municipal and Local ordinances.

2 Obey and comply with anti-pollution laws.

.3 Refuse/cardboard is to be removed from the bulk containers to the collection vehicle by means of a mechanical lift method in such a way that no spill or litter remains.

.4 The Contractor will ensure that spillage is cleaned up as it occurs. In no case will spillage be left for a final cleaning.

.5 Once the bulk garbage has been removed, the Contractor will sweep the loading area free of any remaining paper and debris.

.6 The loading area, parking area, etc., will be left in a clean and tidy condition, to the satisfaction of the complex Supervisor.

.7 Initially frequency of container pick ups shall be as outlined on the Tender and Acceptance; however, these frequencies may change due to changing requirements and/or provincial Waste Watch regulations and initiatives.

.8 Additional pick ups requested by Department of Fisheries & Oceans Canada shall be at the unit cost as quoted in the tender and acceptance.

.9 The Crown reserves the right to add or delete buildings as required subject to existing or new Management Agreements. The Crown will provide the successful contractor with 30 days written notice of changes

2. Containers

.1 The Contractor shall provide and place, at his own expense, containers that are top loading and/or side loading. The containers are to be steel covered and not less than 12 gauge, which shall be vermin proof and fire resistant.

.2 The containers are to be located on site in areas designated by Department of Fisheries & Oceans Canada.

.3 The containers shall each have a capacity and located as listed.

1. Ten each, 8 cubic yard garbage container located at Canadian Coast Guard Dock.

2. Six each, 6 cubic yard cardboard container located at Canadian Coast Guard Dock.

3. Maintenance of Containers

.1 All containers are to be kept in good repair.

.2 When containers require repair or paint, they shall be removed from site and another container installed in its place.

.3 Containers are to be replaced with steam washed and disinfected containers every six months.

.4 Department of Fisheries & Oceans Canada shall reserve the right to decide when containers are to be removed for repairs, paint, disinfected and steamed or washed out.

4. Invoices

.1 The Contractor shall submit invoices at the end of each month for the services performed that month. All invoices shall have the following information:

1. Building name and location
2. Contract number
3. Period of service performed
4. Number of pick ups times the unit cost per pick up
5. Total cost for the month

.2 Submit the invoices to the following:

DEPARTMENT OF FISHERIES AND
OCEANS
Canadian Coast Guard
P.O. Box 5667
St. John's, NL
A1C 5X1

.3 All invoices for the current fiscal year are to be submitted for payment by the 31 March of each year.

ANNEX "B"

BASIS OF PAYMENT

**Refuse Removal – DFO-CCG Southside Base St. John's, NL
 F6839-224001/A**

Two (2) Year Term

The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Annex will be corrected by Canada.

UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price.

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

Two (2) Year Term

Item	Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU) HST extra	Extended amount (EQ x PU) HST extra
1	To collect and dispose of refuse (from containers listed in Annex "A")				
A	Container – 6 Cubic Yards	Per pick up	624	\$	\$
B	Container – 8 Cubic Yards	Per pick up	2080	\$	\$
2	Tipping Fee (actual cost without markup)	Per month	24	\$	\$
		Total Extended Amount (TEA) Excluding HST			\$

Tipping fee would denote actual cost of the tipping fee. This has changed periodically.

One (1) Year Option

Item	Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU) HST extra	Extended amount (EQ x PU) HST extra
1	To collect and dispose of refuse (from containers listed in Annex "A")				
A	Container – 6 Cubic Yards	Per pick up	312	\$	\$
B	Container – 8 Cubic Yards	Per pick up	1040	\$	\$
2	Tipping Fee (actual cost without markup)	Per month	12	\$	\$
		Total Extended Amount (TEA) Excluding HST			\$

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Summary:

Subtotal Two (2) Year Term	\$ _____
Subtotal One (1) Year Option	\$ _____
Total	\$ _____

Bidders are required to bid on all items including "Option Years" or the tender may be considered non-responsive.

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 (PWGSC).

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ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

