RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement Fisheries and Oceans Canada | Pêches et Océans Canada 301 Bishop Drive | 301 promenade Bishop Fredericton, NB, E3C 2M6

<u>Email / Courriel</u> : <u>DFOtenders-</u> soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans 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 and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

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

| Title / Titre | Date |
|---|---------------|
| Garbage, Recycling and Organic Waste | June 13, 2022 |
| Collection - Pacific Biological Station, BC | |

Solicitation No. / N° de l'invitation 30001575

Client Reference No. / No. de référence du client(e) 30001575

Solicitation Closes / L'invitation prend fin

At /à: 14:00

ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique)

On / le: August 9, 2022

| F.O.B. / F.A.B. | Taxes | Duty / Droits | |
|-----------------|-----------------------------|-----------------------------|--|
| Destination | See herein — Voir ci-inclus | See herein — Voir ci-inclus | |

Destination of Goods and Services / Destinations des biens et services

See herein — Voir ci-inclus

Instructions

See herein — Voir ci-inclus

Address Inquiries to : /

Adresser toute demande de renseignements à :

Kimberly Walker

Email / Courriel: <u>DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</u>

| Delivery Required / Livraison exigée See herein — Voir en ceci | Delivery Offered / Livraison proposée | | | |
|---|---------------------------------------|--|--|--|
| Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur | | | | |
| Telephone No. / No. de téléphone | Facsimile No. / No. de télécopieur | | | |
| Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie) | | | | |
| Signature | Date | | | |

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

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

1.3 Mandatory Site Visit

Mandatory Site Visit will be held on July 7 at 10:00 am local time at the Pacific Biological Station, 3190 Hammond Bay Rd. Nanaimo, B.C. It is a requirement for all persons wishing to submit a bid on this project to attend this meeting at the site to familiarize themselves fully with the scope of work and the tendering requirements. The Bidder's representative must sign an attendance list and attend the entire site visit to have their bid submission considered responsive.

Bidders must communicate with the Contracting Officer no later than July 5, 2022 to confirm attendance and provide the following information:

- a. Business name
- b. Business address
- c. Business phone number
- d. Bidder's representative name(s), with email address and phone number

Masks must be wear through the entire site visit.

Bidders who do not attend the site visit or do not send a representative will not be given an alternative appointment. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

1.4 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 or by telephone.

1.5 Trade Agreements

The requirement is subject to the, Atlantic Procurement Agreement, Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada-Honduras Free Trade Agreement, the and the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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-andquidelines/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 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3 **Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 14 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.

2.4 Applicable Laws

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

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.

2.5 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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

Canada requests that the Bidder submit <u>all</u> its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

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

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

Section III: Certifications (one soft copy in PDF format)

Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to annex "D"

4.1.1.2 Point Rated Technical Criteria

Refer to annex "D"

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price - A0027T (2012-07-16)

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 10 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 60 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

| Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%) | | | | | |
|--|---|-------------------------------------|---------------------|---------------------|--|
| | | Bidder 1 Bidder 2 | | Bidder 3 | |
| Overall Technical Score 115/135 89/135 | | 89/135 | 92/135 | | |
| Bid Evaluate | d Price | \$55,000.00 \$50,000.00 \$45,000.00 | | | |
| Technical Merit Score | | 115/135 x 60 = 51.11 | 89/135 x 60 = 39.56 | 92/135 x 60 = 40.89 | |
| Oalculations | Pricing Score | 45/55 x 40 = 32.73 | 45/50 x 40 = 36.00 | 45/45 x 40 = 40.00 | |
| Combined Ra | ombined Rating 83.84 75.56 80.89 | | 80.89 | | |
| Overall Rating 1st 3rd 2nd | | | | 2nd | |

PART 5 - CERTIFICATIONS

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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.3 Federal Contractors Program for Employment Equity - Bid Certification

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

5.1.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.5 Education and Experience

partnership:

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract to terminate the Contract for default

| Contract, to termin | nate the Contract for default. |
|--|---|
| bid, particularly the verified by the Bide | es that all the information provided in the résumés and supporting material submitted with its e information pertaining to education, achievements, experience and work history, has been der to be true and accurate. Furthermore, the Bidder warrants that every individual proposed the requirement is capable of performing the Work described in the resulting contract. |
| 5.1.6 Contract | or's Representative |
| The Contractor's | Representative for the Contract is: |
| Name: _ | |
| Title: _ | |
| Address: _ | |
| Telephone: _ | |
| Facsimile: _ | |
| E-mail: _ | |
| 5.1.7 List of Na | ames for Integrity Verification Form |
| Bidders must com | nplete the List of Names for Integrity Verification form found in Attachment 2 to Part 5. |
| 5.1.8 Supplem | entary Contractor Information |
| under applicable | graph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies services contracts (including contracts involving a mix of goods and services) must be A supplementary slip. |
| | partment of Fisheries and Oceans to comply with this requirement, the Contractor hereby the following information which it certifies to be correct, complete, and fully discloses the is Contractor: |
| S | The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the ostal code: |
| - b) T | The status of the contractor (individual unincorporated business corporation or |

| | | |
|------|------|--|
| | | |
| | | |
| | | |

c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

5.1.9 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 <u>Financial Administration Act</u>, 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;
- 2. an individual who has incorporated;
- 3. a partnership made of former public servants; or
 - 4. 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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: 2012-2 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;
- 2. conditions of the lump sum payment incentive;
- 3. date of termination of employment;
- 4. amount of lump sum payment;
- 5. rate of pay on which lump sum payment is based;
- 6. period of lump sum payment including start date, end date and number of weeks;
- 7. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

5.1.10 Electronic Payment Instruments

Print Name of Signatory

ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details.

List of names for integrity verification form

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

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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

- **6.3.1.1** 2010C (2022-01-28), General Conditions Services (Medium Complexity) apply to and form part of the Contract.
- **6.3.2.1** Subsection 10 of <u>2010C</u> (2022-01-28), General Conditions Services (Medium Complexity) Invoice submission, is amended as follows:

Delete: 2010C 10 (2022-01-28), Invoice submission

Insert: Invoice submission

- 1. Invoices must be submitted in the Contractor's name to DFO-MPO.gc.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date:
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates

- and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- j. Deduction for holdback, if applicable;
- k. The extension of the totals, if applicable; and
- If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.3.2 Supplemental General Conditions

4013 (2021-11-29) apply to and forms part of the Contract.

6.3.2.1 Compliance with on-site measures, standing orders, policies, and rules

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.

4014 (2021-11-29) Suspension of the work applies to and forms part of the Contract.

6.3.2.2 Suspension of the work

| The Contracting Authority may at any time | ne, by written notice, order the Contractor to suspend or stop |
|---|--|
| the Work or part of the Work under the Contr | act for a period of up to 180 days. The Contractor must |
| immediately comply with any such order in a | way that minimizes the cost of doing so. While such an order |
| is in effect, the Contractor must not remove a | any part of the Work from any premises without first obtaining |
| the written consent of the Contracting Author | rity. Within these 180 days, the Contracting Authority must |
| either cancel the order or terminate the Conti | ract, in whole or in part, under section(s) [insert section |
| entitled "Default by the Contractor"] | or [insert section entitled "Termination for |
| convenience"]of general condition | S |
| | |

- 2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- 3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from October 1, 2022 to September 30, 2023 inclusive.

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 three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 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: Kimberly Walker

Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services

Address: 301 Bishop Drive, Fredericton, NB E3C 2M6 E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.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

| The Project Auth | ority for the Contract is: (name to be provided at contract award) |
|------------------|--|
| 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 to be provided at contract award)

The Contractor's Representative for the Contract is:

| 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 <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

- 6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

SACC Manual clause C6001C (2017-08-17) Limitation of Expenditure

6.7.3 Methods of Payment - Monthly Payment

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;
- 2. all such documents have been verified by Canada;
- 3. the Work performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices - Contract

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

- Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

- **6.8.1** Payments will be made provided that:
 - **6.8.1.1** The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u>
AP Coder: (name to be provided at contract award)

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

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms 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 British Columbia.

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 (2022-01-28), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions
- (f) Annex D, Security Requirements Check List;
- (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)

6.12 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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.

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".

ANNEX "A" STATEMENT OF WORK

TITLE

Garbage, Recycling and Organic Waste Collection – Pacific Biological Station, 3190 Hammond Bay Rd. Nanaimo, B.C.

CONTRACTING PERIOD

Contract Award through to September 30th, 2023 and including with options to renew for 3 additional 1 year periods at the sole discretion of Fisheries and Oceans Canada (DFO)

Option periods if exercised will be:

October 1, 2023 through to September 30th, 2024 October 1, 2024 through to September 30th, 2025 October 1, 2025 through to September 30th, 2026

Scope of work under this Contract includes but is not to be limited to the provisions of all labor, materials, supervision and equipment necessary to complete the following work in accordance with attached site plans, specifications and general conditions.

REQUIREMEMT

To supply all equipment, materials and labor to provide Waste Management Services including the collection, removal and disposal of general trash, recyclable material and organic waste from the Pacific Biological Station, 3190 Hammond Bay Rd. Nanaimo, B.C. This service will also include the supply of garbage containers complete with closable/lockable lids with no castors. Each container must be clearly identified for the contents permissible to be deposited. All containers are to be in good condition. They must be immediately replaced if damaged or unsightly at contractor's expense.

SCOPE OF WORK AND FREQUENCIES

The Contractor shall ensure that the garbage, waste paper, crating, building, recyclable materials and organics will be disposed of completely or recycled in such a manner that the Crown is relieved of all further responsibility for such disposal. Any paper, liquid, dry debris, etc., spilled during the emptying of container shall be completely picked up and disposed of immediately. Containers are subject to the approval of Fisheries and Oceans, Pacific Biological Station, B.C. The Contractor shall maintain a covered container at each specified location in "Proposed Waste 'Pick-up' Rates" table.

Contractor can access the site from 6 am to 6 pm daily. Regularly scheduled waste "pick-ups" will be completed between Monday and Friday, 6 am to 6 pm. Contractors will not have access to interior of buildings. The scheduled pick-up days will be determined by the Technical Authority and its representatives. This schedule will not be modified unless otherwise authorized by the Buildings and Grounds Supervisor.

This requirement includes the rental and dumping of:

Garbage, Recycling and Organics containers. Location, types and frequency of pick-ups are specified in the table below.

| Item | Location | Contents | Quantity | Size | Rate of Pick-up |
|-------|-----------------------------|------------------|----------|--|----------------------|
| 1 - A | Taylor Building | Trash | 1 | 1x6 Cu. Yd. (Garbage) | Twice per week |
| 1 - B | Whitmore Building | Trash | 1 | 1x3 Cu. Yd. (Garbage) | Once per week |
| 1 - C | Annex Building | Trash | 1 | 1x3 Cu. Yd. (Garbage; general waste) | Once per week |
| 1 - D | Wharf | Trash | 1 | 1x6 Cu. Yd. (Garbage) | Once per week |
| 1 - E | As specified in call- up | Trash | 1 | 1 x 20 y Roll-off container for general waste | As requested |
| 2 - A | Taylor Building | Cardboard | 1 | 1x4 Cu. Yd (Recycling) | Once every two weeks |
| 2 - B | Whitmore Building | Cardboard | 1 | 1x3 Cu. Yd (Recycling) | Once every two weeks |
| 2 - C | Annex Building | Cardboard | 1 | 1x3 Cu. Yd (Recycling; cardboard) | Once every two weeks |
| 3 - A | As specified in call- up | Wood Waste | 1 | 1 x 15 to 17 y Roll-off container for clean wood waste | As requested |
| 4 - A | Taylor Building | Organic Waste | 1 | 64 Gallon (Organic Waste) | Once per month |
| 4 - B | Whitmore Building | Organic Waste | 1 | 64 Gallon (Organic Waste) | Once per month |
| 4 - C | Annex Building | Organic Waste | 1 | 64 Gallon (Organic Waste) | Once per month |

SITE SAFETY ORIENTATION

The successful Contractor will be required to ensure all employees accessing the site complete the Site Orientation process which takes approximately 30 minutes. The successful Contractor is required to ensure all resources have the required training to perform this task.

SAFETY REGULATIONS AND LABOUR CODES

The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all caused including fire. The Contractor shall execute the work to meet or exceed the Federal OHS Regulations and all applicable Environmental Requirements including conducting work in adherence with the Best Management Practices; the commitments of Environmental Policy; and applicable environmental legislation and guidelines.

LICENSES AND PERMITS

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

CONTRACTOR OBLIGATIONS

The contractor must adhere to proper Waste Disposal protocol including the chain of custody for each stream of waste: Garbage, Recycling and Organics.

Upon award the Contractor must provide the names, titles and contact information of your permanent staff members cleared to receive calls from DFO Identified Users

Upon award the Contractor must provide the names, titles and contact information of your disposal locations for each stream (Garbage, Recycling and Organics)

DISCRETIONARY AUDIT

The Contractor's certification that the price/rate is not in excess of the lowest price/rate charged anyone else, including the Contractor's most favored customer, for like quality and quantity of the products/services, is subject of verification by government audit, at the Minister's discretion, before or after payment is made to the Contractor under the terms and conditions of the Contract. If the said audit demonstrates that the certification is in error, it is agreed that the Contractor shall make repayment to Canada in the amount found to be in excess of the lowest price.

INSPECTION

The Contractor is responsible for ensuring that all material and / or services provided conform to contract requirements. All material is subject to inspection/verification (identity, conditions and count) / acceptance by the Department of Fisheries and Oceans at destination.

NOTE: During the period of the Contract, quantities, types and sizes of containers, as well as frequency of pickups, may change.

ANNEX "B" BASIS of PAYMENT

Pricing and Basis of Payment

For the provision of all professional services, including all associated costs necessary to carry out the required work

The Contractor agrees that the following table is the Unit Price Table to be used for the purpose of the Contract. That unit prices as tendered govern in calculating the total amount of tender and that errors in the extension of unit prices and/or the addition of the estimated total prices will be corrected in order to obtain the actual amount of tender.

EXTRA PICK-UPS: Extra pick-up maybe required throughout the contract. If required they will be billed at the cost quoted below.

NOTE

- * If the Contractor does not fill in and complete the costing information for all years it will be assumed that the price given for the initial year of the contract will be the price associated for all years of the contract.
- * 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 not be exceeded.

Initial Contract Year - October 1, 2022 - September 30, 2023

| Item | Location | Class of Service | Frequency of Pickups | Estimated yearly Quantity | Price / Pickup | Total |
|-------|---|--|----------------------------|---------------------------|-------------------|-------|
| 1 - A | Taylor Building | 1x6 Cu. Yd. (Garbage) | Twice per week | 104 | | |
| 1 - B | Whitmore Building | 1x3 Cu. Yd. (Garbage) | Once per week | 52 | | |
| 1 - C | Annex Building | 1x3 Cu. Yd. (Garbage; general waste) | Once per week | 52 | | |
| 1 - D | Wharf | 1x6 Cu. Yd. (Garbage) | Once per week | 52 | | |
| 1 - E | As specified in call-up | 1 x 20 y Roll-off container for general waste | As requested | 12 | | |
| 2 - A | Taylor Building | 1x4 Cu. Yd (Recycling) | Once every two weeks | 26 | | |
| 2 - B | Whitmore Building | 1x3 Cu. Yd (Recycling) | Once every two weeks | 26 | | |
| 2 - C | Annex Building | 1x3 Cu. Yd (Recycling; cardboard) | Once every two weeks | 26 | | |
| 3 - A | As specified in call-up | 1 x 15 to 17 y Roll-off container for clean wood waste | As requested | 12 | | |
| 4 - A | Taylor Building | 64 Gallon (Organic Waste) | Once per month | 12 | | |
| 4 - B | Whitmore Building | 64 Gallon (Organic Waste) | Once per month | 12 | | |
| 4 - C | Annex Building | 64 Gallon (Organic Waste) | Once per month | 12 | | |
| Total | Total Estimated Amount –Initial Contract Year | | | | | |

1st Option Year - October 1, 2023 - September 30, 2024

| Item | Location | Class of Service | Frequency of Pickups | Estimated yearly Quantity | Price / Pickup | Total |
|-------|--|--|----------------------------|---------------------------|-------------------|-------|
| 1 - A | Taylor Building | 1x6 Cu. Yd. (Garbage) | Twice per week | 104 | | |
| 1 - B | Whitmore Building | 1x3 Cu. Yd. (Garbage) | Once per week | 52 | | |
| 1 - C | Annex Building | 1x3 Cu. Yd. (Garbage; general waste) | Once per week | 52 | | |
| 1 - D | Wharf | 1x6 Cu. Yd. (Garbage) | Once per week | 52 | | |
| 1 - E | As specified in call-up | 1 x 20 y Roll-off container for general waste | As requested | 12 | | |
| 2 - A | Taylor Building | 1x4 Cu. Yd (Recycling) | Once every two weeks | 26 | | |
| 2 - B | Whitmore Building | 1x3 Cu. Yd (Recycling) | Once every two weeks | 26 | | |
| 2 - C | Annex Building | 1x3 Cu. Yd (Recycling; cardboard) | Once every two weeks | 26 | | |
| 3 - A | As specified in call-up | 1 x 15 to 17 y Roll-off container for clean wood waste | As requested | 12 | | |
| 4 - A | Taylor Building | 64 Gallon (Organic Waste) | Once per month | 12 | | |
| 4 - B | Whitmore Building | 64 Gallon (Organic Waste) | Once per month | 12 | | |
| 4 - C | Annex Building | 64 Gallon (Organic Waste) | Once per month | 12 | | |
| Total | Total Estimated Amount – 1 st Option Year | | | | | |

2nd Option Year - October 1, 2024 - September 30, 2025

| Item | Location | Class of Service | Frequency of Pickups | Estimated yearly Quantity | Price / Pickup | Total |
|-------|--|--|----------------------------|---------------------------|-------------------|-------|
| 1 - A | Taylor Building | 1x6 Cu. Yd. (Garbage) | Twice per week | 104 | | |
| 1 - B | Whitmore Building | 1x3 Cu. Yd. (Garbage) | Once per week | 52 | | |
| 1 - C | Annex Building | 1x3 Cu. Yd. (Garbage; general waste) | Once per week | 52 | | |
| 1 - D | Wharf | 1x6 Cu. Yd. (Garbage) | Once per week | 52 | | |
| 1 - E | As specified in call-up | 1 x 20 y Roll-off container for general waste | As requested | 12 | | |
| 2 - A | Taylor Building | 1x4 Cu. Yd (Recycling) | Once every two weeks | 26 | | |
| 2 - B | Whitmore Building | 1x3 Cu. Yd (Recycling) | Once every two weeks | 26 | | |
| 2 - C | Annex Building | 1x3 Cu. Yd (Recycling; cardboard) | Once every two weeks | 26 | | |
| 3 - A | As specified in call-up | 1 x 15 to 17 y Roll-off container for clean wood waste | As requested | 12 | | |
| 4 - A | Taylor Building | 64 Gallon (Organic Waste) | Once per month | 12 | | |
| 4 - B | Whitmore Building | 64 Gallon (Organic Waste) | Once per month | 12 | | |
| 4 - C | Annex Building | 64 Gallon (Organic Waste) | Once per month | 12 | | |
| Total | Total Estimated Amount – 2 nd Option Year | | | | | |

3rd Option Year - October 1, 2025 - September 30, 2026

| Item | Location | tion Class of Service Frequency of yearly Pickup Pickup | | Total | | |
|-------|--|--|-------------------------|-------|--|--|
| 1 - A | Taylor Building | 1x6 Cu. Yd. (Garbage) | Twice per week | 104 | | |
| 1 - B | Whitmore Building | 1x3 Cu. Yd. (Garbage) | Once per week | 52 | | |
| 1 - C | Annex Building | 1x3 Cu. Yd. (Garbage; general waste) | Once per week | 52 | | |
| 1 - D | Wharf | 1x6 Cu. Yd. (Garbage) | Once per week | 52 | | |
| 1 - E | As specified in call-up | 1 x 20 y Roll-off container for general waste | As requested | 12 | | |
| 2 - A | Taylor Building | 1x4 Cu. Yd (Recycling) | Once every two weeks | 26 | | |
| 2 - B | Whitmore Building | 1x3 Cu. Yd (Recycling) | Once every two weeks | 26 | | |
| 2 - C | Annex Building | 1x3 Cu. Yd (Recycling; cardboard) | Once every two weeks | 26 | | |
| 3 - A | As specified in call-up | 1 x 15 to 17 y Roll-off container for clean wood waste | As requested | 12 | | |
| 4 - A | Taylor Building | 64 Gallon (Organic Waste) | Once per month | 12 | | |
| 4 - B | Whitmore Building | 64 Gallon (Organic Waste) | Once per month | 12 | | |
| 4 - C | Annex Building | 64 Gallon (Organic Waste) | Once per month | 12 | | |
| Total | Total Estimated Amount – 3 rd Option Year | | | | | |

For Evaluation Purposes Only:

| TOT Evaluation i diposes only. | |
|--|----|
| Total Estimated Amount – Initial Contract Year | \$ |
| Total Estimated Amount – 1st Option Year | \$ |
| Total Estimated Amount – 2 nd Option Year | \$ |
| Total Estimated Amount – 3 rd Option Year | \$ |
| Total for Evaluation Purposes Only | \$ |

ANNEX "C" INSURANCE CONDITIONS

The Contractor shall, at the Contractor's own expense, provide and maintain insurance as indicated hereunder:

1. Definitions

- 1.1. "Contract" means "Purchase Order".
- 1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Contractor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill obligations under the indemnity section shall be at the Contractor's own discretion and expense.

Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

4. Proof of Insurance

Within fourteen (14) days after acceptance of the Contractor's tender, the Contractor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Conditions.

5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

6. Insured

Each insurance policy shall insure the Contractor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Contractor.

8. Public Liability and Property Damage Insurance

8.1. The Contractor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

The Minimum Acceptable Amount is \$1,000,000.00.

8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.

9. Third party liability for vehicles and equipment owned, leased, used or operated by the Contractor

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Contractor.

Minimum acceptable amount is \$1,000,000.00.

10. Tenants Legal Liability Insurance (where applicable)

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Contractor's care, custody and control in a **minimum amount of \$500,000.00**.

ANNEX "D" EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The proponent should include the following table in their proposal, indicating that their proposal meets the Mandatory Criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

| No. | Mandatory Criteria | Meets Criteria (✓) | Proposal Page No. |
|-----|---|-----------------------|----------------------|
| M1 | The Bidder must have at least three (3) years' experience in Garbage, Recycling and Organic Collection. The bidder must provide a letter of reference for the three years' experience and complete Table 1. | | |
| M2 | The Bidder must provide two (2) client references stating contract duration, value of the contract and the location. References may be contacted to substantiate experience. | | |
| М3 | The Bidder must provide a statement of Qualifications (size of company, number of drivers, etc.) | | |
| M4 | The contractor must submit a copy of their Waste Disposal protocol. This must include a description of the chain of custody for each stream of waste: Garbage, Recycling and Organics | | |
| М5 | The Bidder must provide a WCB Clearance Letter | | |
| М6 | The Bidder must provide documentation 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 all conditions including Insurance Requirements. | | |
| M7 | The Bidder must provide a copy of a current business license from one of the municipalities in the RDN(Regional District of Nanaimo) | | |

RATED REQUIREMENTS

| R1 (20 Points Available – minimum 5 pts required) Bidders years of experience in the Waste Management field, please provide proof | R1 0 pts for less than 3 years experience, 5 pts for 3+ to 5 years experience, 10 pts for 5+ to 10 years experience, 15 pts for 10+ to 20 years experience, 20 pts for 20+ years experience |
|--|--|
| R2 (20 Points Available – minimum 5 pts required) Statement of disposal standards for Garbage, Recycling and Organic waste. Include chain of custody for each waste stream (in-house or third party) | R2 0 pts for no standards, 5 pts for third party disposal plan, 10 pts for in-house garbage disposal within approved licensing, 15 pts for in-house garbage and recycling within approved licensing, 20 pts for in-house garbage, recycling and organic disposal within approved licensing |

Total points (R1, R2): 40 points maximum

Proposals MUST receive a rated requirements minimum score of 5 points per requirement to be considered technically responsive. Those not meeting the minimum score will not be considered further.

Table 1

| Company | Start Date | End Date | Facility Work Carried | Description of Work Tasks |
|---------------|------------|-----------|-----------------------|-------------------------------------|
| Name | Month & | Month & | Out | |
| | Year | Year | | |
| Example – | | | | |
| Star Cleaning | April 1990 | June 2010 | Alcatraz | Interior cleaning including floors- |
| | | | | wash/wax, windows, |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BASIS OF SELECTION:

Compliant bidders will be ranked from highest combined points to lowest combined points. The bidder with the highest combined points not exceeding the stipulated maximum budget shall be selected and awarded the contract.