



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

spm�.registration@tpsgc-pwgsc.gc.ca

Date of Solicitation - Date de la demande 2024-05-03	
Address inquiries to - Adresser toute demande de renseignements à : Daphne Klassen-Hayes daphne.klassen-hayes@tpsgc-pwgsc.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone 613-296-0230	Facsimile No. N° de télécopieur
Destination Specified Herein	

**BID SOLICITATION
DEMANDE DE SOUMISSIONS**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. EW479-162880 . Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro

EW479-162880 . Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

**Instructions:
Municipal taxes are not applicable.**

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

**Instructions:
Les taxes municipales ne s'appliquent pas.**

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

Delivery required - Livraison exigée 2024-05-15	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date

Solicitation No. - N° de la demande SPMD-24-TOBO/A	Amendment No. - N° de modification
Solicitation closes - La demande prend fin at - à 1430h on - le 2024-05-13	File No. - N° de dossier SPMD-24-TOBO

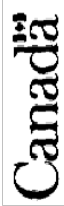


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PART 1 - GENERAL INFORMATION

1.1 Summary

The Seized Property Management Directorate (SPMD), a Directorate within Public Services and Procurement Canada (PSPC) has a requirement for the **Collection, Transport and Disposal of Loose-leaf Tobacco** as outlined herein. For the purposes of this requirements the Loose-Leaf Tobacco will be considered to be Hazardous Waste.

- 1.1.1** The planned initial period of the contract will be one (1) year, with one (1) one-year Option periods to be exercised solely at Canada's discretion.
- 1.1.2** The Work to be performed under the Contract will be on an "As and When Requested Basis" using Task Authorization(s) (TA(s)). The work described in the TA must be in accordance with the scope of the Contract.
- 1.1.3** The potential pick-up locations for Hazardous Waste service requests are located in three (3) Geographical Areas within the province of Ontario as outlined **Annex A, Appendix I**. The three (3) Geographical Regions include **Regions of Coverage** and **service locations** in:
- i. Greater Golden Horseshoe Area. *
 - ii. Northern Ontario;
 - iii. South-Eastern Ontario; and the

**For the purposes of this RFP the Greater Golden Horseshoe Area is defined as the Greater Toronto-Hamilton Area, Lambton County and the Niagara Region.*

- 1.1.4** Bidders may submit Bids for one (1) Geographical Area and one (1) Region of Coverage, **or multiple** Geographical Areas and Regions of Coverage.
- 1.1.5** Multiple contracts may be awarded, however only one (1) contract will be awarded per each **Region of Coverage**. If there are multiple Bids for the same Region of Coverage, only the lowest cost responsive Bid will be considered.

Table A1: Definitions and Acronyms used in this document

Term, Acronym or Abbreviation	Complete Name, Title or Definition
Cross-Docking	Cross Docking means the unloading, loading and sorting of the boxes and pallets for transport.
GOC	Government of Canada
Greater Golden Horseshoe Area	For the purposes of this solicitation, the Greater Golden Horseshoe Area will be understood as the area including the Niagara Region, the Greater Toronto Area (GTA), the Hamilton Region. (Hamilton-Wentworth) and Lambton County.
HC	Health Canada
Hazardous Waste	Environment and Climate Change Canada defined Hazardous Waste and Hazardous Recyclable Material as material that typically exhibits hazardous characteristics such as toxicity, corrosiveness or flammability. They can come in different forms such as solid, liquid, gas, sludge or paste, as well as a plethora of different sources, including residues from industrial operations, manufacturing processing plants, hospitals, or even obsolete materials such as waste lubricants and pesticides. ¹

	<p>In Canada these characteristics are defined by taking into account the hazard criteria established under the following acts and regulations:</p> <p>Transportation of Dangerous Goods Act https://laws-lois.justice.gc.ca/eng/acts/t-19.01/</p> <p>Transportation of Dangerous Goods Regulations https://laws-lois.justice.gc.ca/eng/regulations/sor-2001-286/</p> <p>Export and Import of Hazardous Waste and Hazardous Recyclable material regulations https://laws-lois.justice.gc.ca/eng/regulations/SOR-2005-149/index.html</p>
PSPC / PWGSC	Public Service and Procurement Canada (formerly known as Public Works and Government Services Canada)
SPMD	Seized Property Management Directorate
SPMA	Seized Property Management Act
TA	Task Authorization

1. Supply Arrangement for Hazardous Waste Disposal Services EW479-162880

1.2 Task Authorization Process:

The SPMD Project Authority will provide the Contractor with a description of the work using the "Task Authorization" form specified at **Annex E**.

The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.

The Contractor must provide the Project Authority, within three (3) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.2.1 Minimum Work Guarantee- All the Work – Task Authorizations

1. In this clause,
 - "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
 - "Minimum Contract Value" means the value of the first Task Authorization.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

1.3 Security Requirements

There are no security requirements applicable to this solicitation.

1.4 Statement of Work

The work to be carried out is detailed in article **6.2** of the Resulting Contract Clauses.

1.5 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.

1.6 Transmission of Bids

The nature of this solicitation requires Bids to be submitted electronically. Bids submitted through other methods will not be considered.

1.7 This solicitation is subject to the Canada Free Trade Agreement; the Canada-Korea Free Trade Agreement; the Canada-Columbia Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Ukraine Free Trade Agreement, the Canada-United Kingdom Free Trade Agreement; and the World Trade Organization Agreement on Government Procurement (WTO-GPA)

1.8 The total estimated value of the contract is \$399,999.00 (HSTI). (\$353,982.30 HSTE)

Canada reserves the right to issue more than one contract as a result of this RFP.

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2023-06-08) 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: 90 days

2.2 Submission of Bids

Bids must be submitted only to the Directorate of Seized Property Management Directorate (SPMD) no later than the date, time and address indicated on the first page of the request for tenders. Bids must be submitted electronically.

Due to the nature of the Bid Solicitation, only Bids submitted electronically will be accepted. Bids transmitted by any other method will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **three (3)** 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 Improvement of Requirement During Solicitation Period

Should Bidders consider that the specifications or Statement of Work contained in the Bid Solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the Bid Solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least three (3) days before the Bid closing date.

Canada will have the right to accept or reject any or all suggestions.

2.5 Minimum Offer

Bidders must include in their bid at least **one (1) complete Region of Coverage** including all identified service locations within that Region as identified in Annex A, Appendix I for both service categories (routine and urgent) as identified in **Annex A, section 2.5.6**

2.6 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.

2.7 Applicable Laws

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

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.

2.8 Bid Challenge and Recourse Mechanisms

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

2.9 SACC Manual Clauses

[A9019C](#) (2011-05-16) Hazardous Waste Disposal

[B7500C](#) (2006-06-16) Excess Goods

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

[Due to the nature of the solicitation, ONLY bids submitted electronically will be accepted.](#)

Canada requests that the Bidder submits its bid in sections as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

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

Section I: Technical Bid

- i. In their Technical Bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- ii. Bidders must clearly identify all Geographical Areas and Regions of Coverage for which they wish to submit a Bid.
- iii. Bidders must include identification of the government approved **disposal facility** they plan to use for any Regions of Coverage included in their Bid.

Section II: Financial Bid

Bidders must complete the **Annex "B" – Pricing** and submit this as their Financial Bid.

Bidders must submit their Financial Bid in accordance with the Basis of Payment specified in Part 6.
Prices should appear in the Pricing Table at Annex B only.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Annex "D"** Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" 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.

3.1.2 Exchange Rate Fluctuation

[C3011T \(2013-11-06\) Exchange Rate Fluctuation](#)

3.1.3 SACC Manual Clauses

SACC Manual Clauses

[C0002T \(2010-01-11\) Price Certification](#)

[C0100C \(2010-01-11\) Discretionary Audit](#)

Section IV: 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 evaluated in accordance with all requirements of the solicitation, including 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

The Bidders must meet all Mandatory Technical Criteria identified in the Supply Arrangement, and all requirements identified in the Solicitation in order to be considered responsive. The additional Mandatory Technical Evaluation Criteria for this requirement is identified at **Annex C**.

4.1.2 Financial Evaluation

The price of the Bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

[A0031T](#) (2010-08-16) Basis of Selection

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, **if applicable**, the 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 Attestation of Capability

() The Bidder attests to their capability and capacity to deliver the requirement within the delivery timeline restrictions as outlined at **Annex A, Section 2.5, Para 2.5.7**. The Bidder further attests to their ongoing commitment to Canada and throughout the duration of the Contract, that they will take all action necessary to ensure that this commitment will continue to be met.

Canada reserves the right to verify Vendor performance.

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](#) website.

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

The Bidder must provide the Contracting Authority with a completed annex titled [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Insurance

5.2.3.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional

Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

5.2.3.2 Environmental Impairment Liability Insurance

1. The Contractor must obtain **Contractor's Professional Liability** insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Professional Liability Insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below

ground). Coverage must include corrective action and clean-up due to releases from storage tanks.

- g. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.
For the province of Quebec, send to:

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

For other provinces and territories, send to:
*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

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

5.2.4 Additional Certifications Required with the Bid

C0002T (2010-01-11) Price Certification – Canadian-based Suppliers

- () The Bidder certifies that the price proposed
- is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
 - does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
 - does not include any provision for discounts to selling agents.

C0001T (2007-05-25) Price Certification – Foreign Suppliers

- () The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

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 are no security requirements applicable to this contract.

6.2 Statement of Requirement

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

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 \(2022-12-01\)](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from [\(to be inserted at contract award\)](#) to [\(to be inserted at contract award\)](#) 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 **one (1) additional one (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 fifteen **(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.

6.4.3 Delivery Dates and Locations

Delivery of the requirement will be made in accordance with the dates and locations identified in the Task Authorization.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Daphne Klassen-Hayes
Title: Procurement Team Leader
Asset Stewardship Division / Seized Property Management Directorate / Receiver General and Pensions Branch
Specialized Services
Public Services and Procurement Canada / Government of Canada

Telephone: 613-296-0230

E-mail address: daphne.klassen-hayes@tpsgc-pwgsc.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 Authority for the Contract is:

Name: SPMD
Title: Asset Stewardship Division / Seized Property Management Directorate / Receiver General and Pensions Branch
Public Services and Procurement Canada / Government of Canada

(The e-mail address and phone number of the SPMD Project Authority to be identified in each Task Authorization)

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 *(to be inserted at contract award)*

Name: _____

Title: _____

Telephone: _____

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

6.7.1.1 For the Work described in the Annex A – Statement of Requirement:

The Contractor will be paid for the Work specified in the authorized Task Authorization, in accordance with the Basis of Payment at **Annex B**.

Canada's liability to the Contractor under the authorized Task Authorization must not exceed the limitation of expenditure specified in the authorized Task Authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized Task Authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.1.2 For the necessary provision of any packaging containers the Contractor provides:

Prices are as listed in the Contractor's regular, seasonal and sale catalogues or current published price lists, less a discount of *(to be inserted by PWGSC at Contract Award)* percent.

The Contractor must provide Canada with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances or promotions.

6.7.2 Limitation of Expenditure – Cumulative Total of All Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$353,982.30**. Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

6.7.3 Task Authorization Limit

The Project Authority may authorize individual Task Authorizations up to a limit of **\$10,000.00**, Applicable Taxes included, inclusive of any revisions.

Any Task Authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

6.7.4 Electronic Payment of Invoices – Contract

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

(to be complete at contract award)

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

6.7.5 SACC Manual Clauses

C0100C (2010-01-11) Discretionary Audit - Commercial Goods and/or Services

H1001C (2008-05-12) Multiple Payments

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must clearly identify the Task Authorization to which it relates.
3. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the disposal certificate
4. Invoices must be distributed as follows:
 - a. The original must be forwarded to the Project Authority at the email address shown on **page 1 of the Task Authorization** for certification and payment.
 - b. One (1) copy must be forwarded to the spmd.registration@tpsgc-pwgsc.gc.ca mailbox identified on the front page (page 1) of the contract. .

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 – Contractor Breach

When an Agreement for the Implementation of Employment Equity has been concluded with Employment and Social Development Canada (ESDC) – Labour, the Contractor acknowledges and undertakes to ensure that this agreement remains valid for the entire duration of the contract. If the Agreement to Implement Employment Equity becomes invalid, the Contractor's name will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will result in the Contractor being considered non-compliant with 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 Ontario.

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 supplemental general conditions [4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions [2010C \(2022-12-01\)](#), General Conditions - Services (Medium Complexity);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Pricing
- (f) Annex C, Mandatory Technical Evaluation Criteria;
- (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) including its Inuit Benefits Plan. (if applicable)*).

6.12 Dispute Resolution

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

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Solicitation No. - N° de l'invitation
SPMD-24-TOBO/A
Client Ref. No. - N° de réf. du client
SA EW479-162880/C

Amd. No. - N° de la modif.
File No. - N° du dossier
SPMD-24-TOBO

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

ANNEX "A"

STATEMENT OF REQUIREMENT

(Please see attached document)

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APPENDIX I TO ANNEX A

GEOGRAPHICAL AREAS AND REGIONS OF COVERAGE FOR SERVICES

(Please see attached document)

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ANNEX "B"

PRICING

(Please see attached document)

Solicitation No. - N° de l'invitation
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Client Ref. No. - N° de réf. du client
SA EW479-162880/C

Amd. No. - N° de la modif.
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SPMD-24-TOBO

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CCC No./N° CCC - FMS No./N° VME

ANNEX C

MANDATORY TECHNICAL EVALUATION CRITERIA

(Please see attached document)

ANNEX “D”

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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

- VISA Acquisition Card;**
- MasterCard Acquisition Card;**
- Direct Deposit (Domestic and International);**

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CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

FORM 572 TASK AUTHORIZATION

(Please see PWGSC Form 572 - Attached)

ANNEX "F"

CONFIDENTIALITY AGREEMENT - OFFER

Confidentiality Agreement

TO: HIS MAJESTY THE KING IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

The description of the requirement of Offer solicitation No. **SPMD-24-TOBO/A** contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that the Offeror undertakes not to disclose or use in any way other than as set out below.

- a.** The Offeror agrees that it:
 - i. will not, without the [Contracting Authority/Standing Offer Authority]'s prior written consent, disclose the Confidential Information to anyone other than an employee or a proposed subcontractor with a need to know,
 - ii. will not make copies of the Confidential Information or use it for any purpose other than for the preparation of an offer in response to the offer solicitation identified above, and
 - iii. at close or early termination of the offer period, will immediately deliver the Confidential Information to the [Contracting Authority/Standing Offer Authority] along with every draft, working paper, and note that contains any information related to the Confidential Information.
- b.** The Offeror must require any proposed subcontractor referred to in paragraph (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
- c.** The Offeror acknowledges and agrees that it will be liable for all damages, costs, or other losses that Canada incurs or suffers and that are caused by the failure of the Offeror, or of anyone to whom the Offeror discloses the Confidential Information, to comply with these conditions.
- d.** Nothing in this Confidentiality Agreement limits the Offeror's right to disclose any information to the extent that such information
 - i. is or becomes in the public domain through no fault of the Offeror or any proposed subcontractor,
 - ii. is or becomes known to the Offeror from a source other than Canada, except any source that the Offeror knows to be under an obligation to Canada not to disclose the information,
 - iii. is independently developed by the Offeror, or
 - iv. is disclosed under compulsion of a legal requirement or any order of a court or other tribunal having jurisdiction.

Name of Offeror

Signed by its authorized representative

Date

ANNEX "G"

NON-DISCLOSURE AGREEMENT – RESULTING CONTRACT

Non-Disclosure Agreement

I, _____ (*name of signatory*), recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No.

_____ between His Majesty the King in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date: _____