RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :	Title / Titre The Collection, Ren Garbage, Recycling Institute of Ocean S	and Organics at	the	<b>Date</b> July 14, 2022	
Bid Receiving/Réception des soumissions	BC				
Procurement Hub   Centre d'approvisionnement	Solicitation No. / N 30001930	<sup>o</sup> de l'invitation			
Fisheries and Oceans Canada   Pêches et Océans Canada 301 Bishop Drive   301 promenade Bishop	Client Reference N 30001930	Client Reference No. / No. de référence du client(e) 30001930			
Fredericton, NB, E3C 2M6	Solicitation Closes	/ L'invitation p	rend fi	n	
Email (Courriel : DEOtondore	At /à: 14:00				
Email / Courriel :DFOtenders- soumissionsMPO@dfo-mpo.gc.ca	ADT (Atlantic Daylig	ght Time) / HAA (	Heure	Avancée de l'Atlantique)	
	On / le : August 24				
REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION					
Proposal to: Fisheries and Oceans Canada	F.O.B. / F.A.B. Destination	Taxes See herein — Y ci-inclus	Voir	Duty / Droits See herein — Voir ci-inclus	
We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein,	Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus				
referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out	Instructions See herein — Voir ci-inclus				
therefor. Proposition à : Pêches et Océans Canada	Address Inquiries to : / Adresser toute demande de renseignements à : Kimberly Walker				
Nous offrons par la présente de vendre	Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca				
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	exigée	Delivery Required / Livraison exigée See herein — Voir en ceci			
et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).	Vendor Name, Ado adresse et représe			ive / Nom du vendeur, le l'entrepreneur	
	Telephone No. / No téléphone	o. de	Facsimile No. / No. de télécop		
	(type or print) / No	m et titre de la p	person	ign on behalf of Vendor ne autorisée à signer au aractères 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 **August 3**, **2022 at 10:00am** local time at the Institute of Ocean Sciences (IOS), 9860 West Saanich Road, Sidney, BC. 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 **August 2**, **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

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 Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), World Trade Organization-Agreement on Government Procurement (WTO-AGP), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada - Ukraine Free Trade Agreement (CUFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), 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 <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.

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 <u>2003</u> (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 <u>2003</u>, 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 - <u>A0027T</u> (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 5 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 70 % for the technical merit and 30 % 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 70 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 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 70/30 ratio of technical merit and price, respectively. The total available points equal 70 and the lowest evaluated price is \$45,000.

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)					
		Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score		115/135	89/135	92/135	
Bid Evaluated	Price	\$55,000.00	\$50,000.00 \$45,000.0		
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70	
Pricing Score		45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00	
Combined Ra	ting	84.18	73.15	77.70	
Overall Rating		1st	3rd	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 (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</u>), 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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ciif/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

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.

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

#### 5.1.6 Contractor's Representative

The Contractor's Representative for the Contract is:

Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-mail:	

# 5.1.7 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 2 to Part 5.

#### 5.1.8 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) 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 postal code:
- b) The status of the contractor (individual, unincorporated business, corporation or partnership:



- 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

3.

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;
  - 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</u> <u>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</u> <u>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</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### 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

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

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

#### The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

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

Canada

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 Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andguidelines/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 2010C (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.invoicingfacturation.MPO@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);
  - Invoice Currency (if not in Canadian dollars); f.
  - 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
- I. 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

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract 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 any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) *[insert section entitled "Default by the Contractor"]* \_\_\_\_\_\_ or *[insert section entitled "Termination for convenience"]* \_\_\_\_\_\_\_.

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, 2024 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 Authority for the Contract is: (name to be provided at contract award)

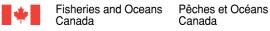
Name:	
Title:	
Organization:	
Address:	
Talanhanai	

relephone.	 	 
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):

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

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#### 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) 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 "<u>Dispute Resolution</u>".



## ANNEX "A" STATEMENT OF WORK

#### TITLE

The Collection, Removal and Disposal of Garbage, Recycling and Organics for the Institute of Ocean Sciences (IOS), 9860 West Saanich Road, Sidney, BC.

#### **CONTRACT PERIOD**

The required services are to be performed during the period commencing October 1, 2022 through to September 30, 2024. with an option to extend the contract for three (3) additional one (1) year periods as detailed in the Statement of Work

#### GENERAL REQUIREMENT

This requirement includes the rental and dumping of:

1. Garbage, Recycling and Organics containers. Location, types and frequency of pickups are specified in the chart below and aerial photo attached.

2. The rental of one 30y roll-off container for wood waste and one 30y roll-off container for industrial waste require pickup and return on an as and when required basis.

#### SITE SAFETY ORIENTATION

The successful Contractor is required to attend a 20-30-minute Site Safety Orientation session prior to any work on site.

#### 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 causes 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.

#### WORK SAFE BC

It is mandatory that the Contractor has an account in good standing with Work Safe BC, and that all persons performing the work be covered under the applicable Work Safe BC legislation provided for the benefit of injured employees for the duration of the contract.

#### **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.

The contractor will provide the names, titles and telephone numbers of the Offeror's permanent staff members cleared to receive calls from DFO Identified Users upon contract award as well as the names, titles and telephone numbers of the Offeror's disposal locations for each waste stream.



#### SCOPE OF WORK

Canada

The Contractor shall ensure that the garbage, wastepaper, wood/crating, building and 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 picked up to be disposed of immediately and completely. Containers are subject to the approval of Fisheries and Oceans, Institute of Ocean Sciences, Facility Manager. The Contractor shall maintain at each specified location the container stipulated below consisting of lid covered containers and empty the same at the frequencies stipulated. Following disposal, containers shall be placed in the same locations with lids closed.

### HOURS OF WORK

The hours of work in which the work is to be performed are between 7:00am and 5:00pm, 7 days per week. As we have a need, at times, to have extra pickups during weekend hours due to ship movements, the garbage contractor will need access to the site 7 days a week. Regular scheduled garbage and recycling pickups will be done Monday - Friday between 7:00am and 5:00pm. The actual scheduled pick up days will be decided by the successful contractor in agreement with Real Property, Safety and Security (RPSS).

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



ltem#	LOCATION	CONTAINER	Туре	PICK-UPS
1.A	Wharf Crossover	2x6 cubic yard bin	Cardboard and mixed paper only	Once per week
1.B	Hangar	1x6 cubic yard bin	Cardboard and mixed paper only	Once per week
1.C	Quad	2x3 cubic yard wheeled bins	Cardboard and mixed paper only	Pick up one of the two bins once per week
1.D	Cafeteria	1x6 cubic yard bin	Cardboard and mixed paper only	Once per week
1.E	PGC/NRCAN Loading Bay #3	1x3 cubic yard bin	Cardboard and mixed paper only	Once per week
2.A	Wharf North Finger	1x3 cubic yard bin	Garbage	Twice per week
2.B	Wharf South Finger	1x6 cubic yard bin	Garbage	Twice per week
2.C	Crossover	1x6 cubic yard bin	Garbage	Twice per week
2.D	Cafeteria	1x6 cubic yard bin	Garbage	Twice per week
2.E	Hangar	1x6 cubic yard bin	Garbage	Twice per week
3.A	Quad (totes from 1003)	22x64 gallon (.32 Cubic Yard) recycling containers on wheels	Mixed office paper	Once every two weeks
3.B	Quad (totes from 1003)	2x96 gallon (.45 Cubic Yard) recycling containers on wheels	Glass/Metal/Plastic	Once every two weeks
3.C	Grounds Shop	13x96 gallon (.45 Cubic Yard) recycling containers on wheels	Glass/Metal/plastics	Once every two weeks
3.D	Grounds Shop	3x64 gallon (.32 Cubic Yard) recycling containers on wheels	Mixed office paper	Once every two weeks
3.E	MCTS	1x96 gallon (.45 cubic yard) recycling container on wheels	Glass/Metal/plastics	Once every two weeks
3.F	MCTS	3x64 gallon (.32 cubic yard) recycling containers on wheels	Mixed office paper	Once every two weeks



4.A	Site	4x96 Gallon (.45 Cubic Yard): and 08x64 Gallon (.32 Cubic Yard)	Organic Waste and bin cleaning	Once per week - Regular Service Once per month – replacement with clean bins (or cleaning on site, draining no wash water)
5.A	Yard	30 cubic yard bin	Wood	Empty and return upon request (same day service)
5.B	Yard	30 cubic yard bin	Industrial Waste	Sort contents at facility prior to landfill and return upon request (same day service)

EXTRA PICK-UPS: These costs will be bid for reference only – extra pickups will be **invoiced outside of this contract** and shall include pick up, tipping fees and return of bin (rental is imbedded in regular item bid prices)

Item#	LOCATION	CONTAINER	Туре	PICK-UPS
E.1	Site	1x3 cubic yard bin	Garbage	As requested
E.2	Site	1x6 cubic yard bin	Garbage	As requested
E.3	Site	1x3 cubic yard bin	Cardboard and mixed paper only	As requested
E.4	Site	1x6 cubic yard bin	Cardboard and mixed paper only	As requested
E.5	Site	64 gallon (.32 Cubic Yard) recycling	Mixed Office Paper; and/or Glass/Metal/plastics	As requested
E.6	Site	96 gallon (.45 Cubic Yard) recycling	Mixed Office Paper; and/or Glass/Metal/plastics	As requested
E.7	Site	64 gallon (.32 Cubic Yard)	Organic Waste	As requested
E.8	Site	96 gallon (.45 Cubic Yard)	Organic Waste	As requested

# 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 including all labour, materials, equipment, and transportation required for the collection, removal and disposal of Garbage, Recycling and Organics for the Institute of Ocean Sciences (IOS), 9860 West Saanich Road, Sidney, BC.

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 Years - October 1, 2022 - September 30, 2024 (2 years) Estimated Price / Frequency of Item Location Class of Service yearly Total Pickup Pickups Quantity 1.A Wharf 2x6 cubic yard bin Once per week 52 \$ Cardboard and mixed \$ Crossover paper only 1x6 cubic yard bin 1.B 52 Hangar Once per week \$ Cardboard and mixed \$ paper only 1.C 2x3 cubic yard wheeled Quad Pick up one of the 52 \$ bins Cardboard and two bins once per \$ mixed paper only week 1.D 1x6 cubic yard bin Once per week 52 Cafeteria \$ Cardboard and mixed \$ paper only 1.E PGC/NRCAN 1x3 cubic vard bin Once per week 52 Loading Bay Cardboard and mixed \$ \$ paper only #3 2.A Wharf North 1x3 cubic yard bin Twice per week 104 \$ \$ Finger Garbage Wharf South 2.B 1x6 cubic yard bin Twice per week 104 \$ \$ Finger Garbage 2.C Crossover 1x6 cubic yard bin Twice per week 104 \$ \$ Garbage 2.D Cafeteria 1x6 cubic yard bin Twice per week 104 \$ \$ Garbage 2.E 1x6 cubic yard bin 104 Hangar Twice per week \$ \$ Garbage 3.A Quad (totes 22x64 gallon (.32 Cubic Once every two 26 Yard) recycling from 1003) weeks \$ \$ containers on wheels Mixed office paper 3.B 2x96 gallon (.45 Cubic Once every two Quad (totes 26 Yard) recycling from 1003) weeks \$ \$ containers on wheels Glass/Metal/plastics 3.C Grounds Shop 13x96 gallon (.45 Cubic Once every two 26 Yard) recycling weeks \$ \$ containers on wheels Glass/Metal/plastics 3.D Grounds Shop 3x64 gallon (.32 Cubic Once every two 26 Yard) recycling weeks \$ \$ containers on wheels Mixed office paper MCTS 3.E 26 1x96 gallon (.45 cubic Once every two yard) recycling weeks \$ \$ container on wheels Glass/Metal/plastics 3.F MCTS 3x64 gallon (.32 cubic Once every two 26 yard) recycling weeks \$ \$ containers on wheels Mixed office paper



4.A	Site	4x96 Gallon (.45 Cubic Yard): and 08x64 Gallon (.32 Cubic Yard) Organic Waste	Once per week - Regular Service Once per month – replacement with	52 (Regular)	\$	\$
		and bin cleaning	clean bins (or cleaning on site, draining no wash water)	12 (Cleaning)	\$	\$
5.A	Yard	30 cubic yard bin Wood	Empty and return upon request (same day service)	12	\$	\$
5.B	Yard	30 cubic yard bin Industrial Waste	Sort contents at facility prior to landfill and return upon request (same day service)	12	\$	\$
Total Estimated Amount						\$
Total Estimated Amount X 2 years						\$
Total	Estimated Amo	ount – Initial Contract Perio	d – October 1, 2022	- September	r 30, 2024	\$

Ir	Initial Contract Period – October 1, 2022 – September 30, 2024 (2 years)						
	ADDITIONAL PICKUPS – AS AND WHEN REQUIESTED – FIRM RATES						
	MONTHLY RENTAL CHARGE OF CONTAINER INCLUDED The following shall be charged separately from this contract on an as and when required basis.						
Item#	LOCATION		PICK-UPS	Price per Pickup			
E.1	Site	1x3 cubic yard bin Garbage	As and when requested	\$			
E.2	Site	1x6 cubic yard bin Garbage	As and when requested	\$			
E.3	Site	1x3 cubic yard bin Cardboard and mixed paper only	As and when requested	\$			
E.4	Site	1x6 cubic yard bin Cardboard and mixed paper only	As and when requested	\$			
E.5	Site	64 gallon (.32 Cubic Yard) recycling Mixed Office Paper; and/or Glass/Metal/plastics	As and when requested	\$			
E.6	Site	96 gallon (.45 Cubic Yard) recycling Mixed Office Paper; and/or Glass/Metal/plastics	As and when requested	\$			
E.7	Site	64 gallon (.32 Cubic Yard) Organic Waste	As and when requested	\$			
E.8	Site	96 gallon (.45 Cubic Yard) Organic Waste	As and when requested	\$			
Total E	Estimated Amo	\$					
Total E	Estimated Amo		\$				
Total E	Estimated Amo	unt – Initial Contract Period – October	1, 2022 – September 30, 2024	\$			



	1 <sup>st</sup> Option Year – October 1, 2024 – September 30, 2025					
ltem	Location	Class of Service	Frequency of Pickups	Estimated yearly Quantity	Price / Pickup	Total
1.A	Wharf Crossover	2x6 cubic yard bin Cardboard and mixed paper only	Once per week	52	\$	\$
1.B	Hangar	1x6 cubic yard bin Cardboard and mixed paper only	Once per week	52	\$	\$
1.C	Quad	<b>2</b> x3 cubic yard wheeled bins Cardboard and mixed paper only	Pick up one of the two bins once per week	52	\$	\$
1.D	Cafeteria	1x6 cubic yard bin Cardboard and mixed paper only	Once per week	52	\$	\$
1.E	PGC/NRCAN Loading Bay #3	1x3 cubic yard bin Cardboard and mixed paper only	Once per week	52	\$	\$
2.A	Wharf North Finger	1x3 cubic yard bin Garbage	Twice per week	104	\$	\$
2.B	Wharf South Finger	1x6 cubic yard bin Garbage	Twice per week	104	\$	\$
2.C	Crossover	1x6 cubic yard bin Garbage	Twice per week	104	\$	\$
2.D	Cafeteria	1x6 cubic yard bin Garbage	Twice per week	104	\$	\$
2.E	Hangar	1x6 cubic yard bin Garbage	Twice per week	104	\$	\$
3.A	Quad (totes from 1003)	22x64 gallon (.32 Cubic Yard) recycling containers on wheels Mixed office paper	Once every two weeks	26	\$	\$
3.B	Quad (totes from 1003)	2x96 gallon (.45 Cubic Yard) recycling containers on wheels Glass/Metal/plastics	Once every two weeks	26	\$	\$
3.C	Grounds Shop	13x96 gallon (.45 Cubic Yard) recycling containers on wheels Glass/Metal/plastics	Once every two weeks	26	\$	\$
3.D	Grounds Shop	3x64 gallon (.32 Cubic Yard) recycling containers on wheels Mixed office paper	Once every two weeks	26	\$	\$
3.E	MCTS	1x96 gallon (.45 cubic yard) recycling container on wheels Glass/Metal/plastics	Once every two weeks	26	\$	\$
3.F	MCTS	3x64 gallon (.32 cubic yard) recycling containers on wheels Mixed office paper	Once every two weeks	26	\$	\$



4.A	Site	4x96 Gallon (.45 Cubic Yard): and 08x64 Gallon (.32 Cubic Yard) Organic Waste and bin cleaning	Once per week - Regular Service Once per month – replacement with clean bins (or	52 (Regular)	\$	\$
		bin cleaning	cleaning on site, draining no wash water)	12 (Cleaning)	\$	\$
5.A	Yard	30 cubic yard bin Wood	Empty and return upon request (same day service)	12	\$	\$
5.B	Yard	30 cubic yard bin Industrial Waste	Sort contents at facility prior to landfill and return upon request (same day service)	12	\$	\$
Total	Total Estimated Amount – 1 <sup>st</sup> Option Year – October 1, 2024 – September 30, 2025					\$

# 1<sup>st</sup> Option Year – October 1, 2024 – September 30, 2025

	ADDITIONAL PICKUPS – AS AND WHEN REQUIESTED – FIRM RATES TIPPING CHARGE INCLUDED MONTHLY RENTAL CHARGE OF CONTAINER INCLUDED				
Item#	LOCATION	CONTAINER	PICK-UPS	Price per Pickup	
E.1	Site	1x3 cubic yard bin Garbage	As and when requested	\$	
E.2	Site	1x6 cubic yard bin Garbage	As and when requested	\$	
E.3	Site	1x3 cubic yard bin Cardboard and mixed paper only	As and when requested	\$	
E.4	Site	1x6 cubic yard bin Cardboard and mixed paper only	As and when requested	\$	
E.5	Site	64 gallon (.32 Cubic Yard) recycling Mixed Office Paper; and/or Glass/Metal/plastics	As and when requested	\$	
E.6	Site	96 gallon (.45 Cubic Yard) recycling Mixed Office Paper; and/or Glass/Metal/plastics	As and when requested	\$	
E.7	Site	64 gallon (.32 Cubic Yard) Organic Waste	As and when requested	\$	
E.8	Site	96 gallon (.45 Cubic Yard) Organic Waste	As and when requested	\$	
Total E	stimated Amo	unt – 1 <sup>st</sup> Option Year – October 1, 2024	– September 30, 2025	\$	



Canada

#### 2<sup>nd</sup> Option Year – October 1, 2025 – September 30, 2026 Estimated Price / Frequency of Item Location Class of Service yearly Total Pickup Pickups Quantity 1.A Wharf 2x6 cubic yard bin Once per week 52 Cardboard and mixed \$ Crossover \$ paper only 1x6 cubic yard bin 1.B 52 Hangar Once per week \$ Cardboard and mixed \$ paper only 1.C 2x3 cubic yard wheeled Quad Pick up one of 52 bins Cardboard and mixed \$ the two bins \$ paper only once per week 1.D 1x6 cubic yard bin Once per week 52 Cafeteria \$ Cardboard and mixed \$ paper only 1.E PGC/NRCAN 1x3 cubic vard bin Once per week 52 Loading Bay Cardboard and mixed \$ \$ paper only #3 Wharf North 2.A 1x3 cubic yard bin Twice per week 104 \$ \$ Finger Garbage Wharf South 2.B 1x6 cubic yard bin Twice per week 104 \$ \$ Finger Garbage 2.C Crossover 1x6 cubic yard bin Twice per week 104 \$ \$ Garbage 2.D Cafeteria 1x6 cubic yard bin Twice per week 104 \$ \$ Garbage 2.E 1x6 cubic yard bin Twice per week 104 Hangar \$ \$ Garbage 3.A Quad (totes 22x64 gallon (.32 Cubic Once every two 26 Yard) recycling containers from 1003) weeks \$ \$ on wheels Mixed office paper 3.B Quad (totes 2x96 gallon (.45 Cubic Once every two 26 Yard) recycling containers from 1003) weeks \$ \$ on wheels Glass/Metal/plastics 3.C Grounds Shop 13x96 gallon (.45 Cubic Once every two 26 Yard) recycling containers weeks \$ \$ on wheels Glass/Metal/plastics 3.D Grounds Shop 3x64 gallon (.32 Cubic Once every two 26 Yard) recycling containers weeks \$ \$ on wheels Mixed office paper MCTS 3.E 1x96 gallon (.45 cubic 26 Once every two yard) recycling container weeks \$ \$ on wheels Glass/Metal/plastics 3.F MCTS 3x64 gallon (.32 cubic Once every two 26 yard) recycling containers weeks \$ \$ on wheels Mixed office paper



4.A	Site	4x96 Gallon (.45 Cubic Yard): and 08x64 Gallon (.32 Cubic Yard) Organic Waste and bin cleaning	Once per week - Regular Service Once per month replacement	52 (Regular)	\$	\$
		bin cleaning	<ul> <li>replacement</li> <li>with clean bins</li> <li>(or cleaning on site, draining no wash water)</li> </ul>	12 (Cleaning)	\$	\$
5.A	Yard	30 cubic yard bin Wood	Empty and return upon request (same day service)	12	\$	\$
5.B	Yard	30 cubic yard bin Industrial Waste	Sort contents at facility prior to landfill and return upon request (same day service)	12	\$	\$
Total	Total Estimated Amount – 2 <sup>nd</sup> Option Year – October 1, 2025 – September 30, 2026					

# 2<sup>nd</sup> Option Year – October 1, 2025 – September 30, 2026

TIPPING CHARGE INCLUDED MONTHLY RENTAL CHARGE OF CONTAINER INCLUDED				
Item#	LOCATION	CONTAINER	PICK-UPS	Price per Pickup
E.1	Site	1x3 cubic yard bin Garbage	As and when requested	\$
E.2	Site	1x6 cubic yard bin Garbage	As and when requested	\$
E.3	Site	1x3 cubic yard bin Cardboard and mixed paper only	As and when requested	\$
E.4	Site	1x6 cubic yard bin Cardboard and mixed paper only	As and when requested	\$
E.5	Site	64 gallon (.32 Cubic Yard) recycling Mixed Office Paper; and/or Glass/Metal/plastics	As and when requested	\$
E.6	Site	96 gallon (.45 Cubic Yard) recycling Mixed Office Paper; and/or Glass/Metal/plastics	As and when requested	\$
E.7	Site	64 gallon (.32 Cubic Yard) Organic Waste	As and when requested	\$
E.8	Site	96 gallon (.45 Cubic Yard) Organic Waste	As and when requested	\$



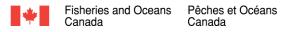
	3 <sup>rd</sup> Option Year – October 1, 2026 – September 30, 2027					
ltem	Location	Class of Service	Frequency of Pickups	Estimated yearly Quantity	Price / Pickup	Total
1.A	Wharf Crossover	2x6 cubic yard bin Cardboard and mixed paper only	Once per week	52	\$	\$
1.B	Hangar	1x6 cubic yard bin Cardboard and mixed paper only	Once per week	52	\$	\$
1.C	Quad	<b>2</b> x3 cubic yard wheeled bins Cardboard and mixed paper only	Pick up one of the two bins once per week	52	\$	\$
1.D	Cafeteria	1x6 cubic yard bin Cardboard and mixed paper only	Once per week	52	\$	\$
1.E	PGC/NRCAN Loading Bay #3	1x3 cubic yard bin Cardboard and mixed paper only	Once per week	52	\$	\$
2.A	Wharf North Finger	1x3 cubic yard bin Garbage	Twice per week	104	\$	\$
2.B	Wharf South Finger	1x6 cubic yard bin Garbage	Twice per week	104	\$	\$
2.C	Crossover	1x6 cubic yard bin Garbage	Twice per week	104	\$	\$
2.D	Cafeteria	1x6 cubic yard bin Garbage	Twice per week	104	\$	\$
2.E	Hangar	1x6 cubic yard bin Garbage	Twice per week	104	\$	\$
3.A	Quad (totes from 1003)	22x64 gallon (.32 Cubic Yard) recycling containers on wheels Mixed office paper	Once every two weeks	26	\$	\$
3.B	Quad (totes from 1003)	2x96 gallon (.45 Cubic Yard) recycling containers on wheels Glass/Metal/plastics	Once every two weeks	26	\$	\$
3.C	Grounds Shop	13x96 gallon (.45 Cubic Yard) recycling containers on wheels Glass/Metal/plastics	Once every two weeks	26	\$	\$
3.D	Grounds Shop	3x64 gallon (.32 Cubic Yard) recycling containers on wheels Mixed office paper	Once every two weeks	26	\$	\$
3.E	MCTS	1x96 gallon (.45 cubic yard) recycling container on wheels Glass/Metal/plastics	Once every two weeks	26	\$	\$
3.F	MCTS	3x64 gallon (.32 cubic yard) recycling containers on wheels Mixed office paper	Once every two weeks	26	\$	\$



4.A	Site	4x96 Gallon (.45 Cubic Yard): and 08x64 Gallon (.32 Cubic Yard) Organic Waste and	Once per week - Regular Service Once per month – replacement with	52 (Regular)	\$	\$
		bin cleaning	clean bins (or cleaning on site, draining no wash water)	12 (Cleaning)	\$	\$
5.A	Yard	30 cubic yard bin Wood	Empty and return upon request (same day service)	12	\$	\$
5.B	Yard	30 cubic yard bin Industrial Waste	Sort contents at facility prior to landfill and return upon request (same day service)	12	\$	\$
Total Estimated Amount – 3 <sup>rd</sup> Option Year – October 1, 2026 – September 30, 2027					\$	

# 3<sup>rd</sup> Option Year – October 1, 2026 – September 30, 2027

	ADDITIONAL PICKUPS – AS AND WHEN REQUIESTED – FIRM RATES TIPPING CHARGE INCLUDED				
MONTHLY RENTAL CHARGE OF CONTAINER INCLUDED					
ltem#	LOCATION	CONTAINER	PICK-UPS	Price per Pickup	
E.1	Site	1x3 cubic yard bin Garbage	As and when requested	\$	
E.2	Site	1x6 cubic yard bin Garbage	As and when requested	\$	
E.3	Site	1x3 cubic yard bin Cardboard and mixed paper only	As and when requested	\$	
E.4	Site	1x6 cubic yard bin Cardboard and mixed paper only	As and when requested	\$	
E.5	Site	64 gallon (.32 Cubic Yard) recycling Mixed Office Paper; and/or Glass/Metal/plastics	As and when requested	\$	
E.6	Site	96 gallon (.45 Cubic Yard) recycling Mixed Office Paper; and/or Glass/Metal/plastics	As and when requested	\$	
E.7	Site	64 gallon (.32 Cubic Yard) Organic Waste	As and when requested	\$	
E.8	Site	96 gallon (.45 Cubic Yard) Organic Waste	As and when requested	\$	
Total E	stimated Amo	unt – 3 <sup>rd</sup> Option Year – October 1, 2026	– September 30, 2027	\$	



# For Evaluation Purposes Only:

Total Estimated Amount – Initial Contract Period (2 years)	\$
Total Estimated Amount – Initial Contract Period – as and when required (2 Years)	\$
Total Estimated Amount – 1 <sup>st</sup> Option Year	\$
Total Estimated Amount – 1 <sup>st</sup> Option Year – as and when required	\$
Total Estimated Amount – 2 <sup>nd</sup> Option Year	\$
Total Estimated Amount – 2 <sup>nd</sup> Option Year – as and when required	\$
Total Estimated Amount – 3 <sup>rd</sup> Option Year	\$
Total Estimated Amount – 3 <sup>rd</sup> Option Year – as and when required	\$
Total for Evaluation Purposes Only	\$



## ANNEX "C" INSURANCE CONDITIONS

- 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.

# 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. Bidders must provide proof such as copies of certifications and or licences and or diagrams and or schematics and or photos. Simply stating you meet the criteria does not constitute proof. For each experience/project cited include: month/year start, month/year end, a brief description of work performed, name of organization work provided to.

# BIDDER MUST PROVIDE DOCUMENTATION PROOF THAT THEY MEET ALL MANDATORY REQUIREMENTS TO BE CONSIDERED COMPLIANT

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. Complete Table 1.		
M2	The bidder must provide a written submission identifying the location of disposal for each waste stream (garbage, recyclables and organic waste) and any relevant certifications		
М3	The bidder must provide a current Worksafe BC Clearance Letter showing they are in good standing		
M4	The Bidder must provide proof of insurance or 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.		
М5	The bidder must provide a current business license from a municipality within the Capital Regional District. valid at the service location of 9860 West Saanich Road, North Saanich, BC.		
M6	The Contractor must provide a list of workers/employees and their experience that would be assigned if awarded a contract. Complete Table 2		
М7	The Contractor must supply the number of available trucks that would be able to service this contract		
M8	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, Wood Waste, Recycling, Organics Cardboard and mixed paper, Glass/Metal/Plastic and Industrial Waste.		

# RATED REQUIREMENTS

R1 (20 Points Available) 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) 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

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



Table 2					
Proposed Resource	Start Date Month & Year	End Date Month & Year	Employer at the Time	Facility Work Carried Out	Description of Work Tasks
Example –					
Mary Jane	April 2000	June 2010	Star Cleaning	Alcatraz	Interior cleaning including floors- wash/wax, windows,
Example –					
Mary Jane	June 2010	October	Star Cleaning	Area 51	Interior cleaning including floors-
		2020 /			wash/wax, windows,
		Present			