

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
601-1550, Avenue d'Estimaerville
Québec
Québec
G1J 0C7**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

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

Issuing Office - Bureau de distribution
TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet CHIMIQUES	
Solicitation No. - N° de l'invitation W0106-13V164/A	Date 2013-03-07
Client Reference No. - N° de référence du client W0106-13V164	GETS Ref. No. - N° de réf. de SEAG PW-\$QCL-026-15275
File No. - N° de dossier QCL-2-35623 (026)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-17	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
Delivery Required - Livraison exigée VOIR TEXTE	
Address Enquiries to: - Adresser toutes questions à: Gallant, Julie	Buyer Id - Id de l'acheteur qcl026
Telephone No. - N° de téléphone (418)649-2931 ()	FAX No. - N° de FAX (418)648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE 5 GSS GARNISON VALCARTIER SERVICE DU GÉNIE, ÉDIFICE 72 C.P. 1000, SUCC. FORCES COURCELETTE Québec G0A4Z0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |
| | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work and the Basis of Payment.

2. Summary

Description:

On request, supply all products, labour, tools and equipment required to perform the transportation and maintenance of portable chemical toilets and sinks belonging to DND and for the rental, delivery and maintenance of portable chemical toilets, waste water barrels and solid waste receptacles belonging to the contractor.

Client department

The organization for which the services are to be rendered is the Department of National Defence.

Term of the standing offer:

The initial period of the Standing Offer is from June 1st 2013 to May 31st 2014, plus a possibility of four (4) additional periods of one year.

Financial limitation

The budget allocated for the initial period is \$200 000.00 (Taxes excluded)

Mandatory Technical Criteria

1. The Offerer must have access to a minimum of two (2) Septic trucks specially designed for the maintenance of chemical toilets and equipped with two tanks each, ie, one tank for the clean solution (minimum capacity 250 gal) and a second tank for the waste solution (minimum capacity 500 gal).
2. The Offerer must have access to: Truck, pick-up truck or tow truck for hauling toilets, barrels, receptacles and waste bags.
3. The Offerer must own, at least:
 - 100 standard chemical toilets and 2 chemical toilets designed for disabled persons in accordance with para. 2.4 of the statement of work;
 - 16 barrels for waste water in accordance with para 2.5 of the statement of work; and
 - 10 solid waste receptacles in accordance with para. 2.6 of the statement of work.

Other information :

offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006

This requirement is subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the Chili-Canada Free Trade Agreement (CCFTA), the Peru Free Trade Agreement (CPFTA), and the World Trade Organization Agreement on Government Procurement (WTO-AGP).

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3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-11-19) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Transmission of offers by facsimile to PWGSC is acceptable. The facsimile number for receipt of offers is (418) 648-2209.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority at **julie.gallant@tpsgc-pwgsc.gc.ca** no later than **seven (7)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

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The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copies)

Section II: Financial Offer (1 hard copies)

Section III: Certifications (1 hard copies)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Although bidders must provide the services meeting all the specifications outlined in Annex "A" at the bid closing date, bids will be evaluated on the following criteria:

- A) The Offerer must have access to a minimum of two (2) Septic trucks specially designed for the maintenance of chemical toilets and equipped with two tanks each, ie, one tank for the clean solution (minimum capacity 250 gal) and a second tank for the waste solution (minimum capacity 500 gal);
- B) The Offerer must have access to: Truck, pick-up truck or tow truck for hauling toilets, barrels, receptacles and waste bags;
- C) The Offerer must own, at least:
 - 100 standard chemical toilets and 2 chemical toilets designed for disabled persons in accordance with para. 2.4 of the statement of work;
 - 16 barrels for waste water in accordance with para 2.5 of the statement of work; and
 - 10 solid waste receptacles in accordance with para. 2.6 of the statement of work.

Note: Before the Standing Offer is awarded, representatives of Canada must confirm, **by visiting the facilities of the offerors who ranked lowest and second lowest during the financial evaluation,** that they have the equipment listed below. Failure to meet one of these mandatory technical criteria will render the offer non-responsive. This procedure shall be followed until an offeror is selected and recognized acceptable.

1.2 Financial Evaluation

SACC Manual Clause A0222T (2010-01-11), Evaluation of Price

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies as per section 01 of Standard Instructions 2006, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

2.1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- a.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b.() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c.() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d.() is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

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qc1026

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PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- 1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a *6 months* basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

Hereunder is an example of informations required in the reports::

Event	Description of the work	Date of the work	Value of the work (\$)
Total amount for the actual period			
Total amount to Date (previous periods + actual period)			

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from June 1st 2013 to May 31st 2014 inclusive.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **four (4) periods of one year** under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Julie Gallant
Public Works and Government Services Canada
Acquisitions Branch
Quebec Region
1550, D'Estimauville avenue, Quebec, Quebec, G1J 0C7

Telephone: 418-649-2931
Facsimile: 418-648-2209
E-mail address: julie.gallant@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority *(to be completed by Canada at the time of award)*

The Project Authority for the Standing Offer is:

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

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the Department of National Defence (MDN), Valcartier Garrison, Quebec.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* or an electronic version.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40 000.00 (Goods and Services Tax or Harmonized Sales Tax included).

8. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200 000.00 (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2012-11-19), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*).

10. Certifications

10.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec.

12. SACC Manual Clauses

M3000C(2006-08-15), Price Lists

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2012-11-19), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of General Conditions 2010C (2012-11-19) - Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in in Annex B - Basis of payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

4.2 Method of Payment

SACC *Manual* clause H1000C (2008-05-12), Single Payment

4.3 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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.

.1 The contractor shall submit computerized invoices in three (3) copies (at least one of the printouts must be an original). The invoice shall contain the following information:

- .1 Name, address and telephone number.
- .2 Invoice serial number and date.
- .3 Place and date services delivered.
- .4 List of services and products provided and a breakdown of costs based on the precise terms and conditions of Appendix "B" - Basis of payment (required information for each service: type of labour or service, number of hours, rates, cost) (required information for each product: description, quantity, UNIT PRICE, cost). A separate list shall be prepared for each work order (WO) number indicated in the call-up.

- .5 Markup on all products
- .6 Amount of invoice without Taxes.
- .7 Amount of Taxes.
- .8 Total amount of invoice
- .9 Taxes registration number.

.2 Complete one invoice per call-up. Submit the invoice, at the attention of the Identified User, within 10 working days of completion of the work for each order. Where an invoice is in error, send the credit within 5 working days of receiving the correction request.

.3 For work orders whose execution will take longer than one month, however, a partial amount may be invoiced 30 days after the work begins to cover services that will be provided by that date and approved by the inspector.

.4 For each invoice, attach a copy of the corresponding call-up (see para. 1.8 of the statement of work) and the control documents specified in the statement of work (work orders). If the control documents are not included or do not bear the required signatures, the invoices will not be paid.

.5 Work days, statutory holidays and regular hours are defined at para 1.10 of the statement of work. The other clauses relating to billable services and products may be found in the Annex B - Basis of payment of the standing offer or contract.

6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in article 6.1 and 6.2 here under. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.1 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 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 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- 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) **Non-owned Automobile Liability - Coverage** for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- m) **Sudden and Accidental Pollution Liability (minimum 120 hours):** To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

6.2 Environmental Impairment Liability Insurance

1. The Contractor must obtain "Contractors Pollution 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 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- 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 référence 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.

7. *SACC Manual* Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations

A9006C (2012-07-16) Defence Contract

ANNEX A

STATEMENT OF WORK

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PART 1 - GENERAL

1.1 Interpretation of Documents

.1 The term inspector refers to the authorized representative of the Department of National Defence (DND) from the Engineering Branch, or any person officially delegated by the authorized representative.

.2 Contract documents include the standing offer awarded by Public Works and Government Services Canada (PWGSC) as well as the description of work issued by DND and enclosed with the request for proposal. These documents may not be amended by verbal agreement. To be valid, any amendments to these documents must be made in writing, approved by the contractor and by the individual who drafted the DND specifications and be the subject of an amendment issued by PWGSC.

.3 Call-ups (see para 1.8) are also contract documents, but they may not under any circumstances contradict the documents referred to in the preceding paragraph. Work descriptions or plans may be annexed to these forms. Any mistakes shall be reported to the engineer using the forms or annexed documents.

1.2 Description

.1 Supply all products, labour, tools and equipment required to perform the work in accordance with the statement of work.

.2 DND Portable Chemical Toilets: On request, for one or more toilets at a time, provide for the transportation and maintenance of about fifty-nine (59) portable chemical toilets, of which twenty-five (25) are at set locations belonging to DND; may include the following types of work:

- .1 Installation;
- .2 Maintenance;
- .3 Relocation; and
- .4 Removal,

.3 DND Portable sink: On request between May 1 and October 15 of each year maintenance portable sinks DND.

.4 DND barrels less than 200 Lt: On request, perform maintenance on the DND tanks less than 200lt.

.5 Rented Portable Chemical Toilets, Barrels and Receptacles: On request, for one or more toilets, barrels or receptacles at a time, provide for the rental, delivery and maintenance of

portable chemical toilets, waste water barrels and solid waste receptacles belonging to the contractor. May include the following types of work:

- .1 Rental and transportation;
 - .2 Installation;
 - .3 Maintenance;
 - .4 Relocation; and
 - .5 Removal.
- .6 On request, perform repairs on DND portable chemical toilets.

1.3 Access to Worksite

- .1 The terms and conditions for access to the site shall be prescribed by the inspector.
- .2 Traffic in and around DND property may be subject to troop movements and to regulations and directives in force on the site. The contractor and his/her employees shall respect these regulations and directives.
- .3 DND Portable Chemical Toilets: Take note that these are most often required in the training areas of Valcartier Garrison. These areas can extend up to 40 km from the garrison, and access is by gravel and dirt roads that can be rough sometimes.
- .4 Rented Portable Chemical Toilets, Barrels and Solid Waste Receptacles: Take note that these are most often required in the training areas of Valcartier Garrison; however, this also includes the Quebec City area. These areas can extend up to 40 km from the garrison, and access is by gravel and dirt roads that can be rough sometimes.
- .5 DND will provide a guide in cases where facilities are required in the training areas.
- .6 Take note that access is sometimes prohibited for several days at a time or made impossible by weather conditions; on these occasion, toilet maintenance may be temporarily interrupted, which may result in the freezing of waste water (see para 3.1.7).

1.4 List of Sites

Valcartier Garrison

Quebec City Area includes:

Citadelle de Québec

Grande-Allée armoury,

Saint-Malo armoury,

Engineering Detachment,

805 avenue Laurier Est, Quebec City

1020 rue Vincent-Massey, Quebec City

96, rue d'Auteuil, Quebec City

Connaught Buildings 1, 2, 3,
Pointe-à-Carcy Naval School,
Pointe-à-Carcy Naval School Quarters
Lévis armoury,
Pavillon Vien,
Beauport armoury
Family Centre,
Offices HQ 10 Eng Sqn
Saint-Sacrement School

4 Côte de la Citadelle, Quebec City
170 rue Dalhousie, Quebec City
144 rue Dalhousie, Quebec City
10 rue de l'Arsenal, Lévis
3 rue Saint-Antoine, Lévis
101 rue du Manège, Beauport
1039 rue Wolfe, Sainte-Foy
2678 to 2688, Hochelaga, Sainte-Foy
Cadet Band Corps in summer

1.5 Quality Standards

.1 As regards performance details not mentioned in the specifications, the work is to be performed in accordance with acknowledged best practices and to the inspector's complete satisfaction.

.2 Information on the Eco-Logo may be obtained at the following address:

Environmental Choice Program
1280 Old Innes Road, Suite 801
Ottawa, Ontario
K1B 5M7

Ph: (613) 247-1900
Fax: (613) 247-2228
ecoinfo@terrachoice.ca
<http://www.environmentalchoice.com>

1.6 Safety Standards

.1 The contractor shall comply with the Loi provinciale sur la santé et la sécurité du travail and with all other provincial laws or regulations issued by the Commission de la santé et de la sécurité du travail (CSST), including the Règlement sur les établissements industriels et commerciaux (S-2.1, r.9) and the Code de sécurité pour les travaux de construction published under provincial regulation S-2.1 r.6. The contractor shall also comply with federal laws, regulations and standards, the Canadian Labour Code and DND regulations governing fire safety and standard practice in the industry. In the event of discrepancies or conflicts between statutory or regulatory provisions and safety standards applicable to the contract or the work, the most stringent provisions or standards shall apply.

.2 At the first meeting (see para 1.13), the inspector will outline the emergency response procedures and provide the emergency telephone numbers to be used on the work sites.

.3 Work shall be suspended at the request of the inspector should he/she determine that the work is not being done in complete safety or in accordance with the applicable safety legislation.

.4 A safety program (supervision, instructions, training and site safety plans) applicable to all employees covered by this statement of work shall be put in place.

.5 Supply all equipment and devices needed to meet the requirements of para. 1.6.1, including individual protective equipment and a first-aid kit.

.6 Before the work begins and on a regular basis while it is going on, provide all relevant personnel with information on existing health and safety risks on the site. A log shall be kept of all information disseminated, including the dates and times it was sent out.

1.7 Contractor Liability

1 The contractor shall assume liability for any accidents or damage to DND property or persons on DND premises caused by the contractor's employees.

.2 The contractor shall assume liability for any accidents or damage to DND property or to persons on DND premises caused by the contractor's equipment, if that equipment was defective or left unsupervised.

.3 The contractor shall assume responsibility for the safety of his/her employees.

.4 The contractor shall assume full responsibility for the safety of the contractor's equipment and material during and after working hours. DND shall not be held liable for vandalism, theft or losses.

.5 The contractor shall assume liability for any accidental spills that occur during pumping and hauling procedures both on and off DND premises. Should such a spill occur, the site shall be cleaned up to the satisfaction of the representatives of DND, Environment Canada, and the ministère du Développement durable, de l'Environnement et des Parcs (MDDEP).

.6 Should DND decide to rent portable chemical toilets, barrels and waste receptacles that require the disposal of waste water off DND property (see para. 3.2.2.2), the contractor shall locate a waste management company willing to accept waste water and sludge. The company must have authorization from MDDEP to treat waste water and sludge from chemical toilets. The contractor shall pay the fees charged by the waste management company and accept ownership of the loads until they leave DND property.

.7 The contractor shall assume responsibility for maintaining the rented portable chemical toilets, barrels and waste receptacles and keeping them in good condition.

8 The contractor shall assume responsibility for repairing the rented portable chemical toilets, barrels and waste receptacles, unless the damage was caused by DND vehicles or resulted from vandalism perpetrated by DND personnel.

1.8 Call-up

.1 The contractor shall respond to all these requests and only to these requests. Services rendered at the request of unauthorized personnel shall not be remunerated.

.2 On each call-up, the inspector shall identify DND portable chemical toilets and sink or rented portable chemical toilets, barrels or waste receptacles.

1.9 Estimates and Planning

.1 At the inspector's request, the contractor shall provide a free estimate of the scope of certain jobs. The estimate must be submitted by fax. Such estimates shall not constitute a commitment by DND and may not be used as a reference on the invoice.

.2 The estimate shall include the approximate number of hours of work required, the material/price list. and the names of potential suppliers of the key products.

.3 For each order, the contractor shall ensure that the call-up contains the necessary information on supplies and repairs. Where required, the contractor shall obtain additional information from the inspector by telephone or fax.

1.10 Availability and Timeframes

Definitions

.1 The standard work week is from Monday to Friday and shall include construction holidays but not statutory holidays.

.2 Statutory holidays are as follows: New Year's Day, Good Friday, Easter Monday, Queen's birthday, Saint-Jean-Baptiste Day, Confederation Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

.3 Regular working hours are from 0730 hrs to 1630 hrs on work days.

Availability of Authorities

.4 The persons in charge of administration and work performance must be directly and immediately available and respect the following provisions:

- .1 Receive by fax all call-ups during regular hours.
- .2 Be available by telephone or fax to address any administrative issues during regular hours.
- .3 Be available by telephone whatever the hour or day, whenever work is being done and the employees are on the worksite.

Schedule

.5 Provide services throughout the period of the standing offer, 7 days a week, in any season, and including the construction holidays.

.6 Respect the schedule established by the inspector for each call-up, ie, the maintenance schedule and the dates and times for installation, removal and relocation of the toilets, sink, barrels and receptacles specified in the call-up.

.7 A weekly schedule of all the work to be done for all call-ups during the same week can be obtained from the inspector, more specifically, the inspector in charge of the standing offer.

Timetable

.8 During the winter, when there is snow or freezing rain, phone the inspector at 0830 hrs from the company office to find out whether the toilets, barrels and receptacles are accessible. At all other times, start maintenance on the toilets, barrels and receptacles in the morning between 0730 hrs and 0830 hrs, whatever the day, and continue without interruption based on the priorities set by the senior standing offer inspector

.9 The contractor shall carry out the installation, removal and relocation of the portable chemical toilets, barrels and solid waste receptacles at the times specified in the call-ups, whatever the hour or day.

Response Times

.10 Work shall begin at the date and time specified in the call-ups or in subsequent faxes from the inspector. The contractor shall not start work either early or late without written authorization from the inspector.

.11 The required response time for the work may be as short as 24 hours.

.12 only emergency response may be as short as (4) four hours.

Availability of Portable Chemical Toilets, Barrels and Waste Receptacles

.13 The DND portable chemical toilets shall be used first; once there is a shortfall of DND portable chemical toilets, the rented portable chemical toilets shall be used.

.14 The contractor shall deliver the number of portable chemical toilets, barrels and waste receptacles specified in the call-up.

Continuity of Work

.15 Notwithstanding the timetable and work schedule requirements set forth in the preceding paragraphs, the work shall continue without interruption unless otherwise dictated by the DND representative. Any interruptions requested by the inspector shall be communicated in writing, whether on the call-up, on a later faxed document or through a note attached to the previous work order.

1.11 Inspections and Checks

Entering and Leaving

.1 The contractor shall contact the DND inspector and sign the register (one signature per person) every time he/she enters or leaves the site and shall enter the exact time that the register was signed. Registers are kept at the following locations:

- .1 During normal working hours, at the offices of the contract inspectors (Bldgs 72) for work done at Valcartier Garrison ;
- .2 After normal working hours, at Bldg 523 for work done at Valcartier Garrison;
- .3 At Bldg C-19 for work at the Citadelle de Québec;
- .4 On the worksite, for work done at armouries or for naval reserves.

Communications on the Worksite

- .2 Contact the inspector in the following situations:
- .1 whenever a problem arises on the worksite; and
 - .2 at pre-arranged times.

Work Order

.3 Before removing and after returning any portable chemical toilets, the contractor shall prepare a work order indicating the number of toilets involved and their identification numbers; the contractor shall also identify the problem with every toilet that leaves or enters the Garrison.

.4 The work order shall be used to check the invoice and shall contain the following information:

- .1 the time and location of the work carried out;
- .2 numbers and locations of toilets, barrels and receptacles according to the call-up;
- .3 description of work carried out on each toilet, barrel or receptacle (installation, removal, relocation, maintenance);
- .4 signature of employee who prepared the order.

1.12 Cleaning and Protection of the Environment

.1 On completing the work, the contractor shall leave the premises clean and free of waste materials, debris, material, tools and equipment. Clean-up shall be done to the satisfaction of the inspector.

.2 The contractor shall remove waste water and sludge (see para. 3.4) in compliance with federal, provincial and municipal regulations governing environmental protection.

1.13 First Meeting

.1 The first meeting will take place as soon as possible after the standing offer is awarded. The DND representative will contact the contractor to agree on the date and place of the meeting.

.2 This meeting is intended to start a briefing to promote good administrative functioning of this Offer. Some documents may not be modified at this meeting.

PART 2 - PRODUCTS

2.1 Material Safety Data Sheets

.1 Hazardous products shall be delivered to the worksite in their original containers. Each container shall bear a label that complies with the requirements of the Workplace Hazardous Materials Information System (WHMIS), and these products shall be considered hazardous.

.2 Before starting work, all MSDSs shall be submitted to the DND representative for approval. These sheets must comply with WHMIS requirements.

2.2 Waste Water Treatment Products

.1 The products placed in the toilet tanks must comply with the most stringent requirements of the applicable standards, regulations and other legislation; they must be appropriate to the season and have the following characteristics:

- .1 certified by the "Environmental Choice Program" for use in septic tanks and bear the Eco-logo (see para. 1.5.2);
- .2 100% organic;
- .3 100% biodegradable;
- .4 one of the three following types:
 - .1 bacterial treatment
 - .2 enzyme treatment
 - .3 treatment through nutrient supplementation

.2 All products must be approved by the inspector prior to use; no substitutions, by the contractor or anyone else, shall be permitted without the written consent of the standing offer inspector.

2.3 General Requirements for Rented Products

.1 Toilets, barrels and receptacles shall be kept clean and in good condition. There must be no evidence of warping, perforations or lack of paint. There must be no missing or broken door handles or other accessories.

.2 Portable chemical toilets may not be stored on DND property without the permission of the inspector.

2.4 Rented Portable Chemical Toilets

.1 The contractor shall provide proven chemical toilet models constructed of plastic. Each unit shall be equipped with a door, a roof and ventilation holes and have a toilet seat, urinal and appropriate tank.

.2 On request, the contractor shall provide chemical toilets adapted for use by the disabled.

2.5 Rented Barrels for Waste Water

.1 The contractor shall provide plastic barrels with a capacity of at least 35 gallons for the storage of waste water from the field kitchens.

2.6 Rented Solid Waste Receptacles

.1 The contractor shall provide metal or plastic receptacles with a capacity of at least 35 gallons for the collection of solid waste.

.2 Each installed receptacle must contain a plastic bag adjusted to the receptacle opening.

.3 Each receptacle shall be attached to a chemical toilet in a way that will prevent it from being stolen or blown away by the wind.

PART 3 - PERFORMANCE

3.1 Maintenance of Chemical Toilets and Waste Water Barrels in location and MDN and MDN sink.

.1 If disposal must be take place on DND property, the septic truck's waste water tank must be empty on arrival.

.2 The contractor shall pump out the portable chemical toilet tanks, composting system toilet tanks, waste water barrels and sink. Waste water shall be transported and disposed of in accordance with para. 3.2.

.3 In a situation where the waste water from a toilet or barrel emits an odour of petroleum or gasoline, pumping shall be stopped and the inspector advised immediately. The contractor shall be held liable for any environmental damage caused by a failure to comply with this provision.

.4 The contractor shall follow the instructions of the manufacturer of the waste water treatment product and fill the chemical toilet tanks with solution. On request, the contractor shall mix the solution in the presence of the inspector.

.5 The inside of each toilet cabin shall be cleaned and any waste removed. The premises shall be left clean.

.6 At least two rolls of toilet paper shall be placed in each toilet stall. Provide soap and paper hand for each sink.

.7 During the winter, access to the chemical toilets may occasionally be interrupted for several days, and the waste water may freeze. All necessary measures shall be taken to thaw the waste water.

.8 For frozen toilets without regular maintenance for more than five (5) days, the DND will pay Icebreaking fees, with prior approval, for the following reasons:

- .1 no regular maintenance is requested by the user;
- .2 access to the site is prohibited; and
- .3 any other request from the inspector

3.2 Waste Water Transportation and Disposal

.1 In maintaining the chemical toilets at Valcartier Garrison, waste water shall be hauled and disposed of in a manhole specified by the inspector and located in front of the mechanical rakes at the Garrison water purification station (Bldg 601). The waste water tank of the septic truck must be empty before maintenance work can recommence.

.2 For the maintenance of the rented portable chemical toilets in the Quebec City area, one of the following two methods shall be used:

- .1 Waste water shall be transported and disposed of in a manhole indicated by the inspector and located in front of the heating plant of the Citadelle de Québec (Bldg C4) to the right of the entrance doors. The waste water tank of the septic truck must be empty on entering DND property.
- .2 Waste water and sludge shall be hauled and disposed of outside DND property at a site authorized by MDDEP.

3.3 Maintenance of Solid Waste Receptacles

.1 The contractor shall collect the waste bags for the solid waste receptacles located near the chemical toilets. Each bag shall be properly closed with a metal fastener. The bags will be hauled to Valcartier Garrison and disposed of in the containers designated by the inspector.

3.4 Repair of DND Portable Chemical Toilets.

- .1 Notify the inspector of any repairs to DND portable chemical toilets.
- .2 All planned repairs to DND portable chemical toilets are to be reported on the work order, which shall indicate the number, location and type of repairs. Minor and major repairs shall be at the discretion of the inspector.
- .3 The contractor shall wait until the inspector issues a call-up.
- .4 Portable chemical toilets shall be repaired using identical parts of the same colour. For minor repairs like handles, toilet paper holders, etc ..., toilets shall be repaired on site. For major repairs like roofs, doors, tanks, etc ..., the toilet may be taken to the company warehouse. For permanently installed toilets, the cost of installing a new toilet and removing the broken toilet will be reimbursed at the agreed-upon rate for installing and removing toilets.
- .5 On the return of such toilets, a work order shall be submitted for the number of hours along with a list of the materials used.
- .6 Provide annually to the inspector (trice) a list of prices for the various components of a toilet repair.

ANNEX B

BASIS OF PAYMENT

1. PRICING

1.1 Costs and Expenses

.1 ONLY products and services billed according to the above rates and prices will be paid. Submitted rates and prices shall include the labour, products and ALL that is necessary to the performance of the work in accordance with the statement of work. Among other things, this shall include administration costs, expenses and profit, transportation of workers, equipment and materials, purchase, rental and use of equipment, tools and accessories, whether reusable or not, security equipment, combustible materials and other products required for the operation of vehicles and equipment, and disposal costs, where applicable.

.2 No payment will be made for special difficulties.

.3 Firm Commitment: The submitted rates and prices shall not be increased or decreased pursuant to any increase or decrease in the cost of labour, products, tools, equipment or fees charged.

.4 The percentage of use is approximate and represents arbitrary values for the purposes of the assessment of bids only. It is not in any way binding on DND.

1.2 Rental Rates - Toilets, Barrels and Receptacles

.1 Daily, weekly and monthly rental rates include round-trip transportation from the company's facilities to the inspector's office at Valcartier Garrison and to the Quebec City area armouries.

.2 Daily rates apply to rental periods of less than one week. The total cost of a period of less than one week shall not exceed the weekly rate.

.3 The weekly rates apply to rental periods ranging from one week (7 consecutive days) to one month. In cases where the total rental period ends with a fraction of a week, payment shall be at a pro-rata rate (fraction of weekly rate with 1 week = 7 days). The total cost of a period of less than one month shall not exceed the monthly rate.

.4 The monthly rates apply to rental periods of one month (eg, 4 Nov to 3 Dec inclusive.) OR MORE. In cases where the total rental period ends with a fraction of a month, payment shall be at a pro-rata rate (fraction of monthly rate with 1 month = 30 days).

.5 The **DND** portable chemical toilets shall be installed as specified by the inspector. **Rented** portable chemical toilets, barrels and solid waste receptacles shall be installed on the morning of the first day of rental as specified by the inspector and shall be removed in the afternoon of the final rental day or the following morning, as specified by the inspector (eg, for rental from 11 to 16 June inclusive, 6 days of rental will be paid, and the toilets will be installed on the morning of 11 June and removed on the afternoon of the 16th or the morning of the 17th).

.6 Rental costs are in addition to the cost of installation, removal, relocation and maintenance.

1.3 Unit Prices for Installation, Maintenance, Relocation and Removal - DND and Rented portable chemical toilets, solid waste receptacles, DND and rented barrels and DND sinks

.1 The ordered portable chemical toilets, barrels and solid waste receptacles shall be delivered to precise locations on the property of Valcartier Garrison and its training areas or to DND properties in the Quebec City area. The contractor may be asked to relocate the equipment, but only within the area of Valcartier Garrison and its training areas or to DND properties in the Quebec City area.

.2 The unit prices for installing, relocating and removing a chemical toilet shall include the solid waste receptacle, where ordered.

.3 Regular hours are defined at paragraph 1.9 of the statement of work.

.4 Installation of a toilet (including the solid waste receptacle if required) comprises transportation (from the inspector's office or Garrison warehouse to the installation site), installation, initial filling of the tank and supply of the first two rolls of toilet paper (and a waste bag if required). Installation of a barrel comprises transportation and installation.

.5 Removal of a toilet¹ or a waste water barrel comprises the final pump-out*, cleaning of the cabin and transportation (from the installation site to the inspector's office or the Garrison warehouse). ¹If there is a solid waste receptacle, the removal comprises the transportation of the receptacle and waste bag.

.6 Relocation of a chemical toilet (including the solid waste receptacle if required) comprises the final pump-out*, cleaning of the toilet, transportation to another site on Valcartier Garrison property or its training areas or to DND property in the Quebec City area, installation, initial

filling of the tank and provision of the first two rolls of toilet paper. Relocation of a barrel comprises the final pump-out*, transportation to the new site and installation.

.7 Maintenance of a chemical toilet comprises pumping out* the tank, filling the tank with the solution specified in the work statement, cleaning the toilet and cabin and providing the first two rolls of toilet paper. Maintenance of a waste water barrel comprises pumping out* the barrel. Maintenance of a receptacle comprises picking up the waste bag and transporting it to the DND waste container and providing a new bag.

.8 Maintenance of a portable sink DND includes emptying the tank*, cleaning and providing the soap and two (2) roll paper hand. The unit price applies to maintenance during regular business hours regardless of the day.

* The pump-out comprises emptying, transporting and disposing of the waste water.

1.4 Lump Sum Price - Transportation of DND Portable Chemical Toilets

.1 The lump sum price is the price per move, including round-trip transportation from the Garrison warehouse to the company warehouse and back of one or more DND portable chemical toilets slated for repair on the same call-up.

1.5 Lump Sum Price - Icebreaking fees toilets

.1 The lump sum price for the icebreaking of portable toilets includes the replacement of the toilet on the premises of the user (if applicable), transportation to and from the company's warehouse and DND, icebreaking of the toilet.

.2 If no fees, enter "0".

1.6 Lump Sum Price - Emergency services, (4) four hours

.1 The lump sum price for emergency services requiring an action within (4) four hours after the request of services.

1.7 Hourly Rate - Repair of DND Portable Chemical Toilets

.1 The hourly rate applies to the productive time during and after normal working hours, whatever the day or time of day, used to repair DND portable chemical toilets on site or at the company premises, taking into account the type of repairs needed.

1.8 Cost Price - Materials, Parts and Products

.1 The contractor shall invoice the materials, parts and products at the cost price based on the price list provided (prices paid to the supplier without tax) and add the percentage markup to cover costs and profit. On request, the contractor shall provide original supporting documents at the cost price. The contractor shall procure the products at the most economical price possible. The inspector reserves the right to check the cost price of various suppliers.

2. Basic firm prices for the period from June 1st, 2013 to May, 31st, 2014

.1 Rental rates - Portable Chemical Toilets, Barrels and Waste Receptacles

Rental articles	Basic firm rates	Percentage of use
1. Standard chemical toilet	\$_____/day	1%
	\$_____/week	5%
	\$_____/month	1%
2. Chemical toilet for disabled	\$_____/day	0.25%
3. Barrel for waste water	\$_____/day	0.25%
	\$_____/week	0.25%
	\$_____/month	0.25%
4. Solid waste receptacles	\$_____/day	0.25%
	\$_____/week	0.25%
	\$_____/month	0.25%

.2 Unit Price - Installation of DND and Rented Portable Chemical Toilets

Toilet installation	Basic firm unit prices	Percentage of use
1. During normal working hours	\$_____each	22%
2. After normal working hours	\$_____each	1%

.3 Unit Price - Installation of RENTED barrels

Barrels installation	Basic firm unit prices	Percentage of use
1. During normal working hours	\$_____each	0.25%
2. After normal working hours	\$_____each	0.25%

.4 Unit Price - Removal of DND and RENTED Portable Chemical Toilets

Toilets removal	Basic firm unit prices	Percentage of use
1. During normal working hours	\$_____each	22%
2. After normal working hours	\$_____each	1%

.5 Unit Price- Removal of RENTED Barrels

Barrels removal	Basic firm unit prices	Percentage of use
1. During normal working hours	\$_____each	0.25%
2. After normal working hours	\$_____each	0.25%

.6 Unit Price- Relocation of DND and RENTED Portable Chemical Toilets

Toilets Relocation	Basic firm unit prices	Percentage of use
1. During normal working hours	\$_____each	0.50%
2. After normal working hours	\$_____each	0.25%

.7 Unit Price- Relocation of RENTED Barrels

Barrels relocation	Basic firm unit prices	Percentage of use
1. During normal working hours	\$_____each	0.25%
2. After normal working hours	\$_____each	0.25%

.8 Unit Price - Maintenance of DND and RENTED Portable Chemical Toilets

Toilet Maintenance	Basic firm unit prices	Percentage of use
1. During normal working hours	\$_____each	35%
2. After normal working hours	\$_____each	2%

.9 Unit Price- Maintenance of RENTED Barrels and DND Barrels up to a maximum of 200lt

Barrels maintenance	Basic firm unit prices	Percentage of use
1. During normal working hours	\$_____each	2,5%
2. After normal working hours	\$_____each	0.25%

.10 Unit Price- Maintenance of RENTED Solid Waste Receptacles

Receptacles maintenance	Basic firm unit prices	Percentage of use
1. During normal working hours	\$_____each	0.25%
2. After normal working hours	\$_____each	0.25%

.11 Unit Price- Maintenance of DND Sinks

Sinks maintenance	Basic firm unit prices	Percentage of use
1. During normal working hours	\$_____each	0.25%

.12 Lump Sum Price - Transportation of DND Portable Chemical Toilets

Toilets transportation	Basic firm lump sum price	Percentage of use
1. Portable toilets transportation	\$_____per move	0.25%

.13 Lump Sum Price - Toilets Icebreaking

Toilets icebreaking	Basic firm lump sum price	Percentage of use
1. Icebreaking fees	\$_____	0.25%

.14 Lump Sum Price - Emergency services four (4) hours

Emergency services	Basic firm lump sum price	Percentage of use
1. During normal working hours	\$_____	0.25%
2. After normal working hours	\$_____	0.25%

.15 Hourly Rate - Repair of DND Portable Chemical Toilets

Toilets repair	Basic firm hourly rate	Percentage of use
1. During and after normal working hours	\$_____/hour	0.50%

.16 Cost Price - Materials, Parts and Products

Materials, parts and products	Firm markup cost price	Percentage of use
1. Markup	_____%	1%

3. Rates calculation for the option years

Escalation clause for each of the four (4) subsequent option years:

If Canada exercises one or more options to extend the **contract** period, the firm base prices for the current year specified in section 2 here above (**Basic firm prices for the period from June 1, 2013, to May 31, 2014**), shall be adjusted annually, on June 1 of each option year. The amount will be established based on the percentage (increase or decrease), to the nearest two decimal places, in the annual average value of the Consumer Price Index (CPI) for Quebec (all items, not seasonally adjusted, published by Statistics Canada, catalogue no. 62-001-XPB, Table 9-5), from the 12-month base period ending December, two years prior to the current contract year, to the 12-month period ending December, one year prior to the current contract year. This will be calculated using the following formula:

$$\text{EPA} = \left(\left(\frac{A}{B} \right) - 1 \right) \times 100$$

Where:

A = Annual average CPI value for the 12 months ending December, one year prior to the current contract year.

B = Annual average CPI value for the 12 months ending December, two years prior to the current contract year.

Example:

The first option year of the Standing Offer commencing June 1, 2014, the rates in Appendix B would be increased by 4.90% based on the following assumptions:

A = Annual average CPI value for the 12 months ending December 2013 (one year prior to the current contract year) = 126.4

B = Annual average CPI value for the 12 months ending December 2012 (two years prior to the current contract year) = 120.5

$$\text{EPA} = \left(\left(\frac{A}{B} \right) - 1 \right) \times 100$$

$$\text{EPA} = \left(\left(\frac{126,4}{120,5} \right) - 1 \right) \times 100$$

$$\text{EPA} = 4.90\%$$