

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Travaux publics et Services gouvernementaux
Canada**

**Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^e étage**

Montréal

Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^e étage
Montréal
Québec
H5A 1L6

Title - Sujet Collecte de Matières Dangereuses	
Solicitation No. - N° de l'invitation W3380-13B001/A	Date 2013-09-13
Client Reference No. - N° de référence du client W3380-13-B001	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-550-12417
File No. - N° de dossier MTA-2-35344 (550)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-29	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Guernon (mta550), Émile	Buyer Id - Id de l'acheteur mta550
Telephone No. - N° de téléphone (514)496-3585 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Ministère de la Défense Nationale (MDN) Les services sont requis aux endroits suivants: - Garnison Montréal et St-Hubert - Garnison St-Jean et Farnham	
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

1.1. Introduction

The Request for Standing Offers (RFSO) template is divided into six parts:

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;

(v) Part 5, Certifications, and

(vi) Part 6: 6A, Standing Offer, and
6B, Resulting Contract Clauses; and,

The Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 6B: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

Annex A - Specifications + Appendix/Statement of requirements

Annex B - Basis of payment + Appendix

Annex C - List of information to be provided/Technical evaluation

Annex D - Extract of CPI Catalogue # 62-001-X

Annex E - Complete list of bidder's board directors

2. Summary

- A) Request for Regional Individual Standing Offers (RISO) for the collection, packaging, transport and conversion or disposal of hazardous waste generated by the four (4) garrisons mentioned below. All the services must be performed in compliance with the Statement of requirements described in Annex "A" herewith that form part of the Request for Standing Offers and of the resulting Standing Offer.
- B) Department (Client) :

National Defence
Garrisons of St-Jean, Farnham, St-Hubert and Montreal.
- C) The standing offer will be valid for a period of five (5) years, such as a firm period of three (3) years from the date of issue + possibility to extend for two (2) additional twelve (12) months period.
- D) A standing offer will be issued for estimate value of 690 000.00\$ Applicable Taxes included.
- E) We have listed in the annexes, the services that the client requires and the associated quantities.
- F) Offerors must submit a list of names or related information as needed, pursuant to section 01 of Standard instructions 2006. Code of Conduct and Certifications - Offer
- G) This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

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

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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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

3. Mandatory Sites Visits

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for sites visits to be held:

Wednesday October 2, 2013 at 09h30 am	Wednesday October 2, 2013 after St-Jean	Friday October 4, 2013 at 09h30 am	Friday October 4, 2013 after Montreal
National Defence	National Defence	National Defence	National Defence
St-Jean Garrison	Farnham Garrison	Montreal Garrison	St-Hubert Garrison
25, Grand-Bernier St,	1111 Principale	6769 Notre-Dame East	4810 Leckie
R&D, Building #103	Farnham	Building #13, Local 106	Building #3, Local 105
St-Jean-sur-Richelieu	J2N 2X9	Montreal	St-Hubert
J0J 1R0		H1N 3R2	J0J 1R0
Responsible person:	Responsible person:	Responsible persons:	Responsible persons:
Mr. Pierre Rivard	Mr. Pierre Rivard	Mr. Robert Picard	Mr. Robert Picard
		Mr. Mark Pugh	Mr. Mark Pugh

**** Special Instruction :You will need to wear steel toe boots for the visit ****

Bidders must communicate with the Contracting Authority **no later than three (3) day(s) before the scheduled visits** to confirm attendance and provide the names of the person(s) who will attend.

**Mr.Émile Guernon at (514) 496-3585
prior to the visit to confirm attendance.**

Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **ten (10) 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.

5. 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 the province of Quebec.

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 follow the format instructions described below in the preparation of their offer.

Section I: Technical Offer (3 hard copies) and 2 soft copies on CD or DVD.

Section II: Financial Offer (1 hard copy) and 2 soft copies on CD or DVD.

Section III: Certifications (1 hard copy)

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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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. (Refer to enclosed Annex «C»).

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the (Basis of Payment) detailed in "Annex B". The total amount of Applicable Taxes must be shown separately.

2. 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 _____ or 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 Technical Mandatory Requirements

- A) The offerors must complete and include with the offer the Appendix «A» of Annex «B» - Basis of payment.
- B) The offerors must complete and include with the offer the Annex «C» - List of information to be provided - Technical evaluation.
- C) Have been present to all mandatory sites visits and sign the attendance form.

1.1.2 Requirements related to criteria subject to a point rating

Offers will be evaluated according to the best price/quality ratio based on a ratio of 60% for the technical offer and 40% for the financial offer.

The total score will be out of 1 000 points (100%).

Technical offer: The maximum number of points for a responsive offer will be of 600 points (60%), as calculated in clause 1.1.3.

Financial offer: The maximum number of points, that is, 400 (40%) will be allocated to the responsive offer which has the lowest total cost (best monetary offer), calculated in clause 1.1.4, and the other offer will be prorated accordingly.

We consider that the offer that obtains the highest score when the number of points or the technical and financial offers are added represents the best price/quality ratio for Canada.

1.1.3 Technical Offer - Score

Following are the criteria used for the technical and environmental evaluation of the offer.

- The weighting factors below (Values A and B) will be applied to each residual material enumerated in the Annex «C».

Weighting Factor		Value
Value A	Environmental benefits associated with the various residual hazardous material management modes	
	1- Re-use or recycling without prior processing	1.0
	2- Processing for re-use or recycling purposes	0.8
	3- Use for energy purposes	0.6
	4- Processing to reduce the degree of hazard	0.4
	5- Disposal	0.2
	6- No information about the management method chosen	0
Value B	Relative distance between the 4 garrisons and the réclamation / disposal site (greenhouse gases)	
	1- Less than 75 km	1
	2- Between 76 km and 175 km	0.8
	3- Between 176 km and 650 km	0.6
	4- More than 650 km	0.3
	5- No information provided about the réclamation / disposal site	0

A) Calculation of the Technical Value

The technical value for each residual matter will be calculated as follows:

- Technical Value - Value A variable * Value B variable

Here are some examples:

Residual Matter	Value A variable		Value B variable		Technical Value
	Management Mode	A point	Distance (km)	B point	
Used oil	Use for energy purposes	0.6	38	1	0.6
Frying fat	disposal	0.2	215	0.6	0.12
Paint	recycling	0.8	140	0.8	0.64

B) Final score - Technical offer

Example of the allocation of points for the technical offer using the formula below:

Total technical value of each company X 600 points

Highest total technical value (60*)

* The number 60 comes from the sum of all the points granted to the residual material enumerated with the Annex «C» with the highest weighting factor (Values A and B of 1).

	Mandatory criteria met ?	Total technical value	Final scored using the above formula	Comment
Company C	yes	15.25	153	
Company Z	yes	10.5	105	
Company E	yes	20.32	203	
Company A	no			Non-responsive tender

1.1.4 Final Score - Financial offer

We will calculate the total estimated value of the standing offer, on one year period (12 months), by multiplying the quantity and the price of each item describes in the Annex «B» - Basis of payment.

The contract's estimated value per year will be used as a reference to allocate the number of points for the price.

Example of points allocated for the price using the formula below:

Lowest estimated value of the offer per year (reference) X 400 points
Estimated value of the offer per year for each company

	Mandatory criteria met ?	Estimated value per year	Final Score using the above formula	Comment
Company C	yes	436,000\$	367	
Company Z	yes	400,000\$	400	Lowest estimated value per year (reference)
Company E	yes	449,000\$	357	
Company A	no			Non-responsive tender

1.2 Financial Evaluation

SACC Manual Clause Price Evaluation M0222T (2013/04/25)

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/M/M0222T/2-0>

2. Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, an offer must:
 - A) comply with all the requirements of the Request for Standing Offers and
 - B) meet all mandatory technical evaluation criteria.
2. Offers not meeting (a) or (b) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
Please refer to article 1.1.2.
4. To establish the technical merit score, the overall technical score for each responsive offer will be determined as per article 1.1.3.
5. To establish the pricing score, each responsive offer will be evaluated as per article 1.1.4.
6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of technical merit and price will be recommended for issuance of a standing offer.

Example of calculation of the combined score:

The table below illustrates an example where three offers are responsive and the selection of the contractor is determined by a 400 points / 600 points ratio of price and technical merit, respectively.

	Mandatory criteria met?	Score			Total points	Rank	Comment
		Price	Technical				
Company C	yes	367	153		520	3	
Company Z	yes	400	105		505	2	
Company E	yes	357	203		560	1	* Highest combined score * Issuance of a standing offer
Company A	no						Non-responsive offer

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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

1.1 Code of Conduct and Certifications - Related documentation (Refer to enclosed Annex «E»)

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A" attached.

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 this Standing Offer.

2.2 Annual Usage Reports

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 paid for by a Government of Canada Acquisition Card.

Refer to section 3.16 of the Specifications in Annex «A», for method to be followed.

3. Term of Standing Offer

3.1 Period of Standing Offer

The period for making Call-ups against the Standing Offer is from **the date of issue and for a period of 36 months.**

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 two (2) additional twelve (12) months period, from _____ to _____ (*Will be completed at time of issuance of resulting standing offer*) 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 90 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 for the Standing Offer is:

Émile Guernon
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Quebec Regional Office
800 de la Gauchetière Ouest, suite 7300, Montréal (Québec), Canada, H5A 1L6
Telephone: (514) 496-3585
Facsimile: (514) 496-3822
E-mail address: emile.guernon@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 - DND

(to be completed by Canada at the time of award)

The Project Authority for the Standing Offer is:

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

Solicitation No. - N° de l'invitation

W3380-13B001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta550

Client Ref. No. - N° de réf. du client

W3380-13-B001

File No. - N° du dossier

MTA-2-35344

CCC No./N° CCC - FMS No/ N° VME

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

And

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 Representative

(The Offeror's Representative will be identified in the Standing Offer.)

Name and telephone number of the person responsible for :

General enquiries & Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

4.4 Contact at Customer Department

(to be completed by Canada at the time of award)

For all information related to invoicing and/or payments you may communicate with:

Name: _____

Title: _____

Organization: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer are : _____
(to be identified at the time of award)

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", etc.) or electronic version.

7. Limitation of Call-ups

Individual call-ups against this Standing Offer must not exceed 25 000.00\$ (Applicable Taxes included).

8. Limitation of Expenditure

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of *(will be completed at time of issuance of the resulting standing offer)* \$_____ (Applicable Taxes 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 - Good or Services
- (d) the general conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity)
- (e) Annex A - Specifications + Appendix/Statement of requirements
- (f) Annex B - Basis of payment + Appendix
- (g) Annex D - Extract of CPI Catalogue # 62-001-X
- (h) the Offeror's offer _____ ,

10. Certifications

10.1 Compliance

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period 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 or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority 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 by the laws in force in (Will be completed at time of issuance of the resulting standing offer).

12. SACC Manual Clauses

SACC Manual Clause

Estimates

M3800C

(2006/08/15)

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. Requirement

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

1.1 Sites

Services shall be made at the following four (4) sites:

National Defence

Garrisons of St-Jean-sur-Richelieu, Farnham, St-Hubert and Montreal.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2013-06-27) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Interest on Overdue Accounts

Section 13 Interest on Overdue Accounts, of General Conditions 2010C (2013-06-27) - Services (Medium Complexity) will not apply to payments made by credit cards at point of sale.

3. Term of Contract

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

3.1 Service Startup

All services requested must begin within:

- Normal situation: twenty-four (24) hours
- Emergency situation (spill, leak, etc) one (1) hour

Following receipt of an authorized order and subject to the provisions noted herein.

4. Payment

4.1 Basis of Payment - Firm Unit Prices - Year # 1

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Offerer will be paid the firm unit prices for the first year of Standing Offer, as specified in the Annex «B» for total estimated amount of \$_____ for three (3) years [the estimated amount for three years (3 times the value of the Standing Offer over a period of one year multiplied by an average CPI of 2%) will be inserted at contract award by PWGSC]. Customs duties are included, and Applicable Taxes is extra.

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

4.1.1 Adjustment of Firm Unit Prices - Years # 2 to 5

The firm unit firm prices of Annex «B» are to be firm base prices for the first year of Standing Offer. After that period, the firm base prices will be subject to annual adjustment (increased or decreased) as per the percentage change in the Consumer Price Index (CPI) as published by Statistics Canada for the Quebec region (Table 9-5 - line All-Items - Catalogue # 62-001-X) and calculated for the twelve most recent months period (average rate on 12 months) immediately preceding the end of the first year of Standing Offer.

At Offerer request, this adjustment will be made at least 30 calendar days before the due date of each year of Standing Offer and will be confirmed by the PWGSC Contracting Authority, for administrative reasons only, through a contract amendment.

* For information, attached hereto as Annex «D», an extract of 2 pages of CPI Catalogue # 62-001-X, June 2013 only.

<http://www.statcan.gc.ca/pub/62-001-x/62-001-x2013006-eng.pdf>

4.2 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T204 - Direct Request by Customer Department	2007/11/30
C0711C	Time Verification	2008/05/12
H1001C	Multiple Payments	2008/05/12

4.3 Payment by Credit Card

The following credit card is accepted: _____

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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

5.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to one of the address shown below for certification and payment.

National Defence et/ou
Building 13, local 106
PO Box 600, Succ. K
Montreal, QC H1N 3R2
Attention: Robert Picard
robert.picard@forces.gc.ca

National Defence
Building H103-165
PO Box 100, Succ. Bureau-Chef
Richelain, QC J0J 1R0
Attention: Pierre Rivard
pierre.rivard4@forces.gc.ca

6. SACC Manual Clauses

SACC Reference	Section	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006/06/16
A2001C	Foreign Nationals (Foreign Contractor)	2006/06/16
C2000C	Taxes - Foreign-based Contractor	2007/11/30
A9062C	Canadian Forces Site Regulations	2011/05/16

7. Insurance

7.1 Insurance Requirements

The Contractor must comply with the insurance requirements specified hereinafter. 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.

7.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - A. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - B. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - C. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

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- 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 référence 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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- M. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- N. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- O. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

7.3 Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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- (e) **Permission to Transport Hazardous Goods:** If relevant, the Insured must obtain the applicable provincial or federal permission to transport hazardous material in conjunction with this endorsement.

7.4 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The "Contractors Pollution 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 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 reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) **Incidental Transit Extension:** The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

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- (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.

Annex «A»

Specifications + Appendix/Statement of requirements

Refer to attached document

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Annex «B»

Basis of payment + Appendix

Refer to attached document

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Annex «C»

List of information to be provided/Technical evaluation

Refer to attached document

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Annex «D»

Extract of CPI Catalogue # 62-001-X, Table 9-5 Quebec

Refer to attached document

Solicitation No. - N° de l'invitation

W3380-13B001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta550

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W3380-13-B001

MTA-2-35344

Annex «E»

Complete list of bidder's board directors

NOTE TO BIDDERS

WRITE ALL DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS
