

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

Pacific Region

401 - 1230 Government Street

Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

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

Public Works and Government Services Canada - Pacific Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

Title - Sujet RISO PORTABLE TOILETS & GREY WATER	
Solicitation No. - N° de l'invitation W2952-130038/A	Date 2014-01-13
Client Reference No. - N° de référence du client W2952-130038	GETS Ref. No. - N° de réf. de SEAG PW-\$VIC-249-6406
File No. - N° de dossier VIC-3-36193 (249)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-24	Time Zone Fuseau horaire Pacific Standard Time PST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Cress, Christine	Buyer Id - Id de l'acheteur vic249
Telephone No. - N° de téléphone (250)363-8442 ()	FAX No. - N° de FAX (250)363-0395
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE VERNON MILITARY CAMP LOGISTIC SUPPORT CENTRE BLDG. B 3 2950 - 15TH. AVE. VERNON BRITISH COLUMBIA V1T6M8 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 six 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, the Basis of Payment and any other annexes.

2. Summary

For the provision of, "as and when requested", the rental and related servicing/maintenance of portable toilets and removal after rental period, and collection of grey water in accordance with the Statement of Work in Annex "A", for the Department of National Defence in various locations as specified herein for the Vernon Military Cadet Camp ("Camp"), Vernon, BC V1T 6M8.

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Buyer ID - Id de l'acheteur

vic249

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CCC No./N° CCC - FMS No/ N° VME

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The period of the Standing Offer is for a period from 01 April 2014 to 31 March 2015, with an option to extend from 01 April 2015 to 31 March 2016.

The expected annual usage and scope of the resulting standing offer is:

Location *	Estimated usage in # of rental units, per year	Estimated period of usage, per year	Estimated # of rental days, per rental unit	Estimated frequency of servicing, per unit rental and owned	Estimated Usage in # of times servicing required, per unit rental and owned
B3 Rifle Range	3	3 months (Jun-Aug)	90	Every 2nd day	45
Tented Classroom	2	3 months (Jun-Aug)	90	Every 2nd day	45
Rifle Range	2 (Govt. owned)	On Call** Sep-May. In use Jun-Aug.	n/a	Every 2nd day	15
Confidence Course (Eagle Rock)	2 (Govt. owned)	On Call	n/a	Every 2nd day	8
Daisy Air Rifle	2	3 months (Jun-Aug)	90	Every 2nd day	45
Bennett's Ranch (located approx 40km South of Camp)	16	On Call	30	Daily when in use	30
Commonage Range	6	On Call	25	Daily when in use	25
Bldg G20 Much Music	8	TBA - One Day	1	After daily use	1
Dieppe Parade Square	8	TBA -Thursdays	8	After daily use	8
Cherryville Range (located approx 54km East of Camp)	2	On Call	4	Daily when in use	4

*All locations are within the Camp boundaries, with the exception of Bennetts Ranch located approx 40 km South of the Camp and the Cherryville Range located approx 54 km East of the Camp.

**The portable toilets "On Call" means servicing may be required for specific periods, on weekends, up to a week at a time.

Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror, or other related information as needed, pursuant to section 01 - Code of Conduct and Certifications - of Standard Instructions 2006.

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA).

3. Debriefings

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 (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: ninety (90) days

1.1 Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

1.2 Prices - Items

Offerors must submit firm prices for all items listed in Annex B.

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. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is

completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act* R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority 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.

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 British Columbia.

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 (2 hard copies)

Section II: Financial Offer (1 hard copy)

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.

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 Applicable Taxes must be shown separately.

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

An offer must comply with all requirements of the bid solicitation to be declared responsive.

1.2 Financial Evaluation

The firm unit prices quoted for the items in Annex "B" will be multiplied by the estimated quantities shown. The resulting amounts will be added together to obtain the total assessed bid 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 on an aggregate basis will be recommended for issuance of a standing 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

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

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.

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. 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.

3.1 General Conditions

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

3.2 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.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. 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 semi-annual period to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

1st period: April 1 to September 30;

2nd period: October 1 to March 31.

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from 01 April 2014 to 31 March 2015 inclusive.

4.2 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 one -year period, from 01 April 2015 to 31 March 2016 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.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Christine Cress
Public Works and Government Services Canada
Pacific Region, Acquisitions
401 - 1230 Government Street
Victoria, BC V8W 3X4

Telephone: 250-363-8442
Facsimile: 250-363-0395
E-mail address: christine.cress@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.

5.2 Project Authority

The Project Authority for the Standing Offer is: *(to be determined)*

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.

5.3 Offeror's Representative

Name and telephone number of the person responsible for :

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence
Vernon Military Camp
2950 - 15th Avenue
Vernon, BC Canada V1T 6M8

8. 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.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

10. 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 (2013-06-27), General Conditions - Services (Medium Complexity);
- e. Annex A, Statement of Work
- f. Annex B, Basis of Payment
- g. Annex C, Insurance - Specific Requirements
- h. Annex D, Periodic Usage Reports - Standing Offer
- i. the Offeror's offer dated _____ .

11. Certifications

11.1 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.

12. 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 British Columbia.

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

Section 13 Interest on Overdue Accounts, of 2010C General Conditions - Services (Medium Complexity) (2013-06-27), 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. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as per Annex B. Customs duties are included and Applicable Taxes are extra.

5.2 SACC Manual Clauses

A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C0710C	Time and Contract Price Verification	2007-11-30
C6000C	Limitation of Price	2011-05-16
H1008C	Monthly Payment	2008-05-12

5.3 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

6. Invoicing Instructions

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

6.2 Invoices must be distributed as follows:

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

7. Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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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.

8. SACC Manual Clauses

A9062C

Canadian Forces Site Regulations

2011-05-16

A9039C

Salvage

2008-05-12

ANNEX A - STATEMENT OF WORK

PART 1 - GENERAL - LATRINES

1. Description of Work:

The work under this Standing Offer comprises the furnishing of all labour, materials and equipment required for the pumping out and disposing of waste materials from all latrine facilities and swill pit indicated in this specification. In addition, the Contractor will be responsible for the deodorizing and disinfecting of said lavatories.

2. Work Included:

- i. Servicing of each toilet every 2nd day and/or daily when in use, shall include:

Vacuum out all of the waste from the toilet tank;
Refill the tank with fresh water and deodorizing chemical;
Pressure wash the inside and outside of the toilet;
Wipe down the toilet inside; and
Refill the hand sanitizer and toilet paper.

- ii. Pumping out and flushing of grey water and swill pit in holding tanks in your vacuum trucks on "as and when required" basis;
- iii. Disposing of all waste via a sealed tank/container off of Department of National Defence (DND) property. (See Part 6, Section 2 for more information.)
- iv. The supplier shall cover the expense of minor repairs and general maintenance of the toilets while on site, including full replacement of rental units due to damage.

PART 2 - PRODUCTS

1. Materials:

- i. The Contractor will ensure that sufficient toilet paper is provided at all times;
- ii. The Contractor will ensure that a reputable toilet chemical is used for all lavatories. A toilet chemical such as T-5 Toilet Chemical, or a toilet chemical of equal, or better, quality shall be used. All manufacturers' instructions will be followed when employing the use of toilet chemicals.

2. Equipment:

The Contractor shall have a pumper truck and all necessary hoses and fittings to enable him to fulfil his work and transport wastes from DND property to a proper disposal area.

PART 3 - ENVIRONMENTAL LEGISLATION

1. The Contractor shall perform the service in accordance with all applicable environmental legislation.

PART 4 - EXECUTION

1. Method of Work:

All work shall be performed by workers skilled in this work.

2. Site Location:

Location for swill pit is by Building B-56 and specific locations of permanent latrines within the confines of Vernon Military Camp are to be designated by the Engineer at the time of request for work.

PART 5 - SITE LOCATIONS *

Location *
B3 Rifle Range
Tented Classroom
Rifle Range
Confidence Course (Eagle Rock)
Daisy Air Rifle
Bennett's Ranch (located approx 40km South of Camp)
Commonage Range
Bldg G20 Much Music
Dieppe Parade Square
Cherryville Range (located approx 54km East of Camp)

**All locations are within the Camp boundaries, with the exception of Bennetts Ranch located approx 40 km South of the Camp and the Cherryville Range located approx 54 km East of the Camp.*

PART 6 - ENVIRONMENTAL PROTECTION

1. Fires

Fires and burning of rubbish on site are not permitted.

2. Disposal of Wastes

- i. Dispose of waste material off DND property
- ii. Do not dispose of waste or any type of volatile material into waterways, storm or sanitary sewers.
- iii. Control emissions, from equipment and plant to local authorities' emission requirements.

3. Drainage

Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

All contents pumped from portable toilets, shall be removed and disposed of outside DND property, to the satisfaction of the Project Authority and the Vernon Municipal District. All work shall meet requirements of Federal, Provincial and local codes and regulations.

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Contractor must ensure that all equipment used on DND property is sound and in first class condition. Any spills created through faulty equipment must be cleaned up at no cost to the crown, to the complete satisfaction of the Project Authority.

ANNEX B - BASIS OF PAYMENT

- Firm Unit Prices are in Canadian Dollars.
- Firm Unit Prices do not include GST. GST will be applied as a separate line item to any invoice issued as a result of a Call-up.
- Firm Unit Prices are **Incoterms 2000 "DDP Delivered Duty Paid"** for delivery at destination of Department of National Defence, Vernon Military Cadet Camp ("Camp") including all delivery charges, administration, costs and risks of transport and customs clearance, and payment of customs duties and taxes.
- The services as detailed below shall include all labour, tools, materials, manuals, travel costs, transportation charges, parts and supervision necessary to do the Work.
- All rates shall include coverage for travel time both to and from the site of work including supervision and overhead.
- The Contractor must not perform any overtime under the Contract unless authorized in advance by the Project Authority.

CONTRACT PERIOD: For period commencing from date of issuance of Standing Offer to 31 March 2015:

Item	Description	Estimated Usage, per year (Actual usage will vary.)	Firm Unit Price, daily rental rate	Estimated Usage, in # of units serviced rental and owned, per year	Firm Unit Price, per unit serviced, hourly rate or lot price per service (as applicable below)	Extended Price
1	Rental of Portable Toilets shall include: - setup and remove unit after rental period.	1,340 rental days	\$ _____ / per day			\$ _____
2	Servicing of Toilets every 2nd day and/or daily when in use, in accordance with the Statement of Work in Annex "A", shall include: - vacuum out all of the waste from the toilet tank;			1,044 units PLUS: 27 units	\$ _____ / per lavatory	\$ _____ \$ _____

					(as applicable below)	
1	Rental of Portable Toilets shall include: - setup and remove unit after rental period.	1,340 rental days	\$ _____ / per day			\$ _____
2	Servicing of Toilets every 2nd day and/or daily when in use, in accordance with the Statement of Work in Annex "A", shall include: - vacuum out all of the waste from the toilet tank; - refill the tank with fresh water and deodorizing chemical; - pressure wash the inside and outside of the toilet; - wipe down the toilet inside; and - refill the hand sanitizer and toilet paper.			1,044 units PLUS: 27 units	\$ _____ / per lavatory \$ _____ / per lavatory (statutory holidays)	\$ _____ \$ _____
3	Relocation/Moving of Toilets shall include: - pick up and redelivery of units from a specified location for delivery to another specified location to coincide with the training schedule, on an "as and when requested" basis. NOTE: All locations are within the Camp boundaries, with the exception of Bennetts Ranch located approx 40 km South of the Camp, and the Cherryville range located 54km East of the Camp.	10 hours			\$ _____ / per hour	\$ _____
4	Pumping of holding tanks (3 in total) shall include: - Pumping out and flushing of grey water and swill pit in holding tanks into your vacuum trucks, on an "as and when required" basis.	18 times			\$ _____ / per service	\$ _____

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ASSESSED OFFER PRICE- Option Period (YEAR 2):

\$ _____

	Extended Total
Contract Period (Year 1):	\$ _____
Option Period (Year 2) (Canada option):	\$ _____
Total Assessed Offer Price (BOTH YEARS):	\$ _____

ANNEX C - 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 \$5,000,000 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.
 - 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. 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.

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ANNEX D - Periodic Usage Reports - Standing Offer

As a requirement of this Request for Standing Offer, a usage report shall be submitted on a quarterly basis for Standing Offer No. W2952-130038/xxx/VIC, for the Department of National Defence to the Contracting Authority at: Christine.Cress@pwgsc.gc.ca

REPORT ON THE VOLUME OF BUSINESS

SUPPLIER: _____

REPORTING PERIODS to Contracting Authority:

1st period: April 1 to September 30;

2nd period: October 1 to March 31.

Description	Call-up or PO No.	TOTAL BILLING (GST/HST included)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If applicable, NIL REPORT:

We have not done any business with the federal government for this period:

_____.

PREPARED BY:

SIGNATURE: _____

NAME: _____

TELEPHONE NO.: _____