



Solicitation No. - N° de l'invitation

W0107-13C450/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PET-4-41002

Buyer ID - Id de l'acheteur

pet903

CCC No./N° CCC - FMS No/ N° VME

W0107-13C450

---

This page is intentionally left blank.

---

## TABLE OF CONTENTS

### TITLE - REGIONAL INDIVIDUAL STANDING OFFER FOR CLEANING CATCH BASIN SERVICES, GARRISON PETAWAWA

#### PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

#### PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Former Public Servant
4. Enquiries - Request for Standing Offers
5. Applicable Laws

#### PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

#### PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Issuance of a Standing Offer

#### PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

##### A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Identified Users
8. Call-up Procedures
9. Call-up Instrument
10. Limitation of Call-ups
11. Priority of Documents
12. Certifications
13. Applicable Laws

Solicitation No. - N° de l'invitation  
W0107-13C450/A  
Client Ref. No. - N° de réf. du client  
W0107-13CB450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-4-41002

Buyer ID - Id de l'acheteur  
pet903  
CCC No./N° CCC - FMS No./N° VME

---

**B. RESULTING CONTRACT CLAUSES**  
**B. RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. Insurance Requirements

List of Annexes:

- Annex A - Statement of Work  
Annex B - Basis of Payment  
Annex C - Oil/Water Separator, Sumps/Pits List  
Annex D - Ranges and Training Area Access and User Table (Contact PWGSC Contracting Authority for copy)

---

## **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 7B, Resulting Contract Clauses:  
  
6B, 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**

To establish a Regional Individual Standing Offer (RISO), for the provision of all labour, materials, transportation, equipment and supervision required to perform cleaning requirements for catch basins, sumps and water/oil separators on an "as and when requested" basis at Garrison Petawawa.

The period for placing call-ups against the Standing Offer shall be from 01 November 2014 to 31 October 2017.

The requirement is subject to the provisions the Agreement on Internal Trade (AIT).

### **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 (2014-06-26) 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.

### 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 with FPS, offerors must provide the information required below before the issuance of a standing offer.

#### 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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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:

name of former public servant;

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:

**name of former public servant;**

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

---

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 five (5) 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 Ontario.

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 (this RFSO document) (one hard copies)

Section II: Financial Offer (one hard copies)

Section III: Certifications (one 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-procurement-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-procurement-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 the "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.
- (c) The evaluation team will determine first if there are two (2) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

#### 1.1. Technical Evaluation

All offers must be completed in full and provide all of the information requested in the Request for Standing Offer to enable full and complete evaluation.

##### 1.1.1 Mandatory Technical Criteria

Should any of the following Mandatory Requirements not be met the offer will be considered as non-compliant and shall not be given any further consideration.

- a) Bidders must provide firm prices in Canadian currency for all items listed in Annex "B" for all pricing periods. The format of the pricing must not be altered except for the provision of the bid price for each item and each year.

---

## 1.2 Financial Evaluation

**1.2.1** The bidder's line item prices in Annex "B" are multiplied by the corresponding estimated usage to arrive at an extended price. The aggregate value is the sum of all the extended prices, for all years.

## 2. Basis of Selection

2.1 It is the intention of Canada to issue a single Standing Offer to the offeror whose proposal meets the Mandatory Requirements, offers the lowest aggregate total and meets all the Conditions Precedent to Issue a Standing Offer as detailed in Part 5.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information 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, in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 1. Certifications Required Precedent to Issuance of a Standing Offer and Certifications Required with the Offer

#### 1.1 Certifications Required Precedent to Issuance of a Standing Offer

##### 1.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard [Instructions 2006](#) . The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

##### 1.1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-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.

## 1.2 Additional Certifications Required 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

### 1.2.1 Documents Required:

1.2.1.1 Copy of Certification of Approval for a Waste Management System and Waste Management System (Hauled Sewage) specifying approved disposal sites, issued by the Ontario Ministry of the Environment.

1.2.1.2 Copy of mechanical fitness certificate for any and all vehicle(s) to be used for work on the proposed Standing Offer. The certificate(s) must be dated within 30 days of provision.

1.2.1.3 Proof of insurance coverage which meets or exceeds the coverage stipulated.

1.2.1.4 Copy of your company's most recent, signed Health and Safety Plan as it relates to this work.

1.2.1.5 A copy of WSIB Clearance Certificate

1.2.1.6 Confined Space Entry Certification.

## 1.3 Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

### 1.3.1 Canadian Content:

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Offeror certifies that:

( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

### 1.3.2 SACC Clauses

A3050T Canadian Content Definition 2010-01-11

---

## 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. 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 (2014-06-26) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 4. Term of Standing Offer

##### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from November 1, 2014 to October 31, 2017.

#### 5. Authorities

##### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Mary Lou Harrington  
Title: Supply Specialists  
Public Works and Government Services Canada  
Acquisitions Branch

Address: Bldg. S-111, Garrison Petawawa  
Telephone: 613-687-0789  
Facsimile: 613-687-6656  
E-mail address: marylou.harrington@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.

Solicitation No. - N° de l'invitation  
W0107-13C450/A  
Client Ref. No. - N° de réf. du client  
W0107-13CB450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-4-41002

Buyer ID - Id de l'acheteur  
pet903  
CCC No./N° CCC - FMS No./N° VME

## 5.2 Project Authority (PWGSC will fill out at 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.

## 5.3 Offeror's Representative

*(Fill in or delete, as applicable).*

## 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: Engineering Service Squadron, 2 ASG Garrison Petawawa, Ontario.

## 8. Call-up Procedures

Call-ups will be issued direct to the Standing Offer holder in accordance with Annex A&B.

## 9. 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.

## 10. Limitation of Call-ups

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

## 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a) the call up against the Standing Offer, including any annexes;

---

- b) the articles of the Standing Offer;  
c) the general conditions 2005 (2014-06-26), General Conditions - Standing Offers - Goods or Services  
d) the general conditions 2010C - Services (2014-06-26) ;  
e) Annex A, Statement of Work;  
f) Annex B, Basis of Payment ;  
g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 12. Certifications

### 12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

## 13. 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 \_\_\_\_\_. (*Insert the name of the province or territory as specified by the offeror in its offer, if applicable*).

## 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 (2014-06-26), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### 2.2 SACC Manual Clauses

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

### 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

1. The Basis of Payment attached hereto as Annex "A" shall be used to price any call-up made pursuant to this Standing Offer.

2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B", Goods and Services Tax or Harmonized Sales Tax (GST/HST) extra, if applicable.

##### 5.2 Multiple Payments

SACC Manual Clause H1001C (2008-05-12) Multiple Payments

##### 5.3 Payment by Credit Card

Credit cards are not accepted.

OR

The credit card \_\_\_\_\_ is accepted.

OR

The credit cards \_\_\_\_\_ and \_\_\_\_\_ are accepted.

#### 6. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in the General Conditions - 2010C, General Conditions, Services.

##### 6.1 Invoicing Instructions

Only one (1) copy of the invoices is required and must show:

- a) the date;
- b) name and address of the Consignee
- c) DND's purchase order number and the Standing Offer number;
- d) description of the services.

#### 7. Insurance

The Contractor must comply with the insurance requirements specified below. 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 Insurance Requirements**

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.

The Commercial General Liability policy must include the following:

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.

Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

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.

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.

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.

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.

Employees and, if applicable, Volunteers must be included as Additional Insured.

---

Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

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.

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

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.

*Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.*

*Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.*

*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:

Solicitation No. - N° de l'invitation  
W0107-13C450/A  
Client Ref. No. - N° de réf. du client  
W0107-13CB450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-4-41002

Buyer ID - Id de l'acheteur  
pet903  
CCC No./N° CCC - FMS No./N° VME

---

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'

### CLEAN CATCH BASINS, SUMPS, OIL & WATER SEPARATORS

#### 1) IDENTIFICATION

- a) Work on this requirement comprises the provision of all supervision, labour, tools, equipment and materials and transportation to perform cleaning services on catch basins, sumps, oil/water separators and other installed utilities at Garrison Petawawa on an as and when requested basis.

#### 2) STANDARDS

- a) Occupational Health and Safety Act (Ontario)
- b) All elements of this requirement must comply with all applicable federal, provincial or municipal legislation or regulations;
- c) Ontario Environmental Protection Agency;
- d) Ontario Water Resources Act;
- e) Environmental Assessment and Approvals Branch (EAAB)
- f) Certificate of Approval by the Ontario Ministry Of The Environment.
  - i) Certificate of Approval: Waste Management Systems
- g) Transportation of Dangerous Goods Act;
- h) Workplace Hazardous Materials Information System (WHMIS)
- i) Confined Space Entry (up to date)
- j) Confined Space Recovery
- k) Range and Training Area Access and Use Policy, Map and Table (Annex A)

#### 3) RESPONSIBILITIES

- l) Engineering Service Squadron (ESS) Contracts Officer – The ESS Contracts Officer and delegated Contracting authorities are responsible to manage the Standing Offer and are the delegated contracting authorities for all call-ups against this standing offer.

- m) ESS Technical Authority – An ESS Contract Inspector is the Technical Authority and is responsible to complete call-ups against this standing offer. This includes a clear description of services required, dates, times and locations, accurate pricing and obtaining contract approval. They are also responsible to enforce/coordinate all aspects of the requirement, and certify services rendered.
- n) Escort-Water, Fuel and Environmental (WFE) Technician is responsible to provide the escort and sign the manifests.
- o) Contractor – Is responsible to comply with all aspects of this requirement.

### 3) SAFETY

- a) The Contractor and all staff who will work under this requirement will attend an annual UXO briefing from the Garrison Petawawa Range & Training Area Warrant Officer, coordinated by the Technical Authority. Attendance will be documented and a copy retained on file by the Contracting Authority.

### 4) TECHNICAL REQUIREMENTS

- a) Work on this requirement comprises the furnishing of all supervision, labour, tools, transportation, equipment and materials, to perform cleaning services on catch basins, sumps, oil/water separators, and other installed utilities or areas, at Garrison Petawawa on and as and when requested basis. This requirement is subdivided into the following categories;
  - i) General
  - ii) Equipment type and service
  - iii) Manifested loads;
  - iv) Certificates of Approval, Compliance, Disposal Sites; and
  - v) Invoicing
- b) General
  - i) Engineering Service Squadron (ESS) Contracts Inspection staff are the only persons authorized to call up the contractor.
  - ii) The Contractor will be provided a list of personnel who are authorized to request services. Services undertaken at the request of unauthorized persons shall be done at the Contractor's risk with regard to non-payment for that service.

- iii) Service calls may be requested any time day or night, weekends and holidays.
- iv) All service calls will be confirmed by a “Call-up Against A Standing Offer” request issued by the Technical Authority.
- v) The Contractor will pick up the “Call-up Against A Standing Offer” form prior to attending to a service call during working hours. At no time will the Contractor enter or leave the Garrison without reporting to the Technical Authority to sign in and out of the contractor’s log book.
- vi) Where an estimate for work is requested by the Technical Authority, the Contractor will prepare and submit a detailed estimate for approval before any work is authorized.
- vii) All price estimates for pre-priced jobs and invoices for non-prepriced jobs must demonstrate individually priced labour hours by type and rate along with individually itemized and priced material lists. No bulk estimates of labour, material or labour and materials is authorized except for an invoice for a call up with a previously approved itemized estimate with no changes to it. This includes estimating and invoicing of amendments too. All claims for partial payment must be accompanied with the itemized breakdown of approved estimate with what is completed and what is not plus an additional 10% holdback.
- viii) In the case that there are repairs or work required, other than that specified in the call-up, the Contractor shall notify the Technical Authority and provide full details of additional scope of work. Approval by the Technical Authority must be in writing before carrying out the additional work.
- ix) The Technical Authority will provide an escort to provide access to work and oversee approved disposal/transfer processes at Garrison Petawawa.
- x) The Technical Authority will coordinate supply of water for flushing operations as required.
- xi) The Contractor will be responsible to provide and utilize all equipment, personnel and procedures required to carry out confined space entry and confined space recovery. The Contractor will also be required to complete DND forms on the entry of a confined space before entry will be allowed and the must close the loop by completing the permit and providing a copy to the Technical Authority.
- xii) The Technical Authority will maintain a detailed list and drawings showing locations of all catch basins (approx 1200), list of buildings containing oil/water separators (approx 36) and sumps (approx 85). Attached as Annex B is a list of buildings containing oil/water separators and sumps.

- c) Equipment type and service.
- i) The Contractor will be escorted at all times by ESS personnel when providing services during a call-up.
  - ii) Equipment required for this requirement must include at minimum;
    - (1) Flusher unit, minimum water storage capacity of 1500 gallons, flushing pressure above 1500 psi, with root cutter capability, equipped with a minimum 200 ft hose for flushing house laterals/commercial waste lines, and comes with operator and helper;
    - (2) Combination Unit, with the capability to vacuum and flush at the same time, minimum 1500 psi flushing pressure at 65 gallons per minute. High pressure flushing hose must be able to utilize different attachments such as cutter blades for root removal, and knockers for removal of calcite and other protrusions, comes with operator and helper;
    - (3) Vacuum Unit, capable of liquid waste and debris removal from pits, septic tanks, sumps, and oil water separators. Storage capacity must be a minimum of 3000 gallons, with a capability of vacuuming up to 750 cubic feet per minute as a minimum;
    - (4) Root cutter is required for some but not all work.
    - (5) Steamer Unit, capable of delivering a working steam pressure of 10 to 15 psi as a minimum.
    - (6) Closed Circuit Television (CCTV) Inspection. CCTV remote camera technology may be required for construction quality control and evaluation, residential and commercial drain reports, inspection services, to include reports and digital imaging. CCTV service must entail pan and tilt, main lines, small drains, maintenance holes, septic systems, line tracing, and other requirements as directed by the Technical Authority;
  - iii) Overnight Storage. In the event overnight storage on Garrison Petawawa is required, it will be authorized on a case base case basis and only with prior approval by the Technical Authority.
  - iv) Response time for scheduled service will be 24 hours from the time of call-up.
  - v) Response time for emergency service will be 4 hours from the time of call-up.
  - vi) Contractor is responsible to provide temporary dust screens, barriers, and applicable warning signs during all work.

- vii) Cogeneration Facility at the Central Heating Plant, Building P-49. There is a requirement for the Contractor to provide a mobile waste water removal and disposal service, for waste water temporarily stored or collected in an indoor sump/pit, after maintenance and cleaning of the facility has been completed.
  - viii) Cogeneration sump: The sump is 3 feet wide 4 feet long and 4 feet deep. The hatch is 13 ½ inches by 13 ½ inches. There is also a clean out located on the vent pipe 3 ½ inches in diameter that can be used.
- d) Manifested Loads
- i) The Contractor is responsible to comply with Garrison Petawawa regulations and policies regarding acceptance, transportation and disposal of manifested loads as directed by the Technical Authority.
  - ii) Manifest signing procedures will be adhered to regardless of the time of call-up, weekdays, after hours, weekends or holidays.
  - iii) Trucks laden with any type of load will not leave the base without authorized signatures on the manifest.
  - iv) It is the Water, Fuel and Environmental Technician (WFE Techs) responsibility to authorize manifested loads. If a WFE Tech is unavailable, then a qualified Contract Inspector may authorize the manifested loads.
  - v) The Contractor will leave 2 copies of the manifest with the Contract Inspector after completing all authorized signatures. The Contract Inspector forwards one copy to Garrison Environmental Services.
  - vi) Upon completion of disposal operations and prior to invoicing, the Contractor will provide a copy of the disposal receipt to the Contract Inspector.
- e) Certificates of Approval, Compliance, Disposal Sites.
- i) Contractor is responsible to obtain and maintain all local, provincial and federal Certificates of Approval necessary to carry out all aspects of this requirement.
  - ii) Copies of Certificates of Approval, Provincially Approved disposal sites, and Vehicle and equipment certification (license, safety, insurance) will be provided to the Technical Authority at the onset of this requirement and upon renewal of applicable certification. There shall always be a copy of current active certificates on file with ESS Contracts Section.

- iii) Disposal sites will be identified to the Technical Authority at the onset of the requirement. The Contractor will only dispose of waste at provincially approved disposal sites.
  - iv) The Contractor shall, upon request by the Technical Authority, provide access to all elements of the process, including positioning of equipment, charging, collection and disposal, when requested and throughout the duration of this requirement.
- f) Pricing Basis
- i) The intention of the pricing basis for the CCTV Camera and another unit (i.e. Vacuum unit) is for when a call up is made for two units where the normal practice is to have the helper from the main truck (i.e. Vacuum unit) drive the second truck (i.e. CCTV Camera unit) and each driver will be the helper for the other truck. In this instance the CCTV Camera unit may only be used for an hour yet the Vacuum truck is used for four hours and we are being billed for four hours for both.
  - ii) When a truck is kept overnight we will not pay an hourly wage when the truck is parked, that is what the overnight charge is for.
  - iii) When a truck is used on a multi day call up/job it will be priced as first hour then hourly rate to the end of the work day for us. Then if the truck is full and needs to be emptied depending on the location of the dump site we will allow for additional hours to cover the cost to and from the dump site to a maximum of 4 hours with written approval from the Technical Authority. At the end of the call up/job the truck will proceed back to their shop and/or dump site with no charge to us because it is covered under the first hour call up.
  - iv) First hour is utilized for each truck to come to the Garrison under the initial call up, not for multi days.
- g) Invoicing
- i) The Contractor's invoice will be forwarded to the Technical Authority for each call-up.
  - ii) The invoice will include the following information;
    - (1) Company name and address;
    - (2) Garrison Petawawa billing information;
    - (3) Requisition Number;
    - (4) Invoice Number;
    - (5) Date;
    - (6) CF942 Call-up Against a Standing Offer, Requisition Number;
    - (7) Site Location for service provided;

- (8) Description, quantity and type of equipment or service provided;
- (9) Accurate dates of service provided (ie: Mar 21/05 – Apr 02/06);
- (10) Approved rates;
- (11) Total amount per line item.

ANNEX “B”  
BASIS OF PAYMENT

Clean Catch Basins, Sumps and Oil/Water Separators  
Garrison, Petawawa

Pricing Period:

YEAR 1 – 01 November 2014 to 31 October 2015

YEAR 2 – 01 November 2015 to 31 October 2016

YEAR 3 – 01 November 2016 to 31 October 2017

Item	Description	Unit of issue	Usage figures per year	YEAR 1	YEAR 2	YEAR 3
COMBINATION VAC/FLUSHING UNIT						
1.	Scheduled Service Call. 24-hour response. 7 days a week. Combination Vac/Flushing Unit c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Lot, Once Per call-up	18			
2.	Emergency Service Call. 4-hour response. 7 days a week. Combination Vac/Flushing Unit c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Lot, Once Per call-up	7			
3.	Additional Hours. Combination Vac/Flushing Unit c/w operator and helper	Hour	128			
4.	Additional Hours. Emergency Combination Vac/Flushing Unit c/w operator and helper	Hour	60			
VACUUM UNIT						
5.	Scheduled Service Call. 24-	Lot,	7			

	hour response. 7 days a week. Vacuum Unit, c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Once Per call-up				
6.	Emergency Service Call. 4-hour response. 7 days a week. Vacuum Unit c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Lot, Once Per call-up	3			
7.	Additional Hours. Vacuum Unit c/w operator and helper.	Hour	68			
8.	Additional Hours. Emergency Vacuum Unit c/w operator and helper.	Hour	12			
FLUSHER UNIT						
9.	Scheduled Service Call. 24-hour response. 7 days a week. Flusher Unit, c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Lot, Once Per call-up	10			
10.	Emergency Service Call. 4-hour response. 7 days a week. Flusher Unit c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Lot, Once Per call-up	3			
11.	Additional Hours. Flusher Unit c/w operator and helper.	Hour	50			
12.	Additional Hours.	Hour	16			

	Emergency. Flusher Unit c/w operator and helper.					
STEAMER UNIT						
13.	Scheduled Service Call. 24-hour response. 7 days a week. Steamer Unit, c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Lot, Once Per call-up	8			
14.	Emergency Service Call. 4-hour response. 7 days a week. Steamer Unit c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Lot, Once Per call-up	3			
15.	Additional Hours. Steamer Unit c/w operator and helper.	Hour	40			
16.	Additional Hours. Emergency. Steamer Unit c/w operator and helper.	Hour	10			
CCTV CAMERA UNIT						
17.	Scheduled Service Call. 24-hour response. 7 days a week. CCTV Camera Unit, c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Lot, Once Per call-up	7			
18.	Scheduled Service Call. 4-hour response. 7 days a week. CCTV Camera Unit, c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be	Lot, Once Per call-up	3			

	charged only once per call-up.					
19.	Additional Hours. Weekdays. CCTV Camera Unit c/w operator and helper.	Hour	70			
20.	Additional Hours. Emergency. CCTV Camera Unit c/w operator and helper.	Hour	16			
21.	Additional Hours. Scheduled priced per hour of actual footage usage	Hour	70			
22.	Additional Hours. Emergency priced per hour of actual footage usage	Hour	25			
23.	Scheduled Service Call. 24-hour response. 7 days a week. CCTV Camera Unit and Vacuum unit c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Lot, Once Per call-up	18			
24.	Emergency Service Call. 4-hour response. 7 days a week. CCTV Camera Unit and Vacuum unit c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Lot, Once Per call-up	7			
25.	Additional Hours. CCTV Camera Unit and Vacuum unit c/w operator and helper.	Hour	158			
26.	Additional Hours. CCTV Camera Unit and Vacuum unit c/w operator and helper.	Hour	75			
27.	Additional Hours. Scheduled priced per hour	Hour	158			

	of actual footage usage					
28.	Additional Hours. Emergency priced per hour of actual footage usage	Hour	75			
29.	Scheduled Service Call. 24- hour response. 7 days a week. CCTV Camera Unit and Combination Vac/Flushing unit c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Lot, Once Per call-up	18			
30.	Emergency Service Call. 4- hour response. 7 days a week. CCTV Camera Unit and Combination Vac/Flushing unit c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Lot, Once Per call-up	7			
31.	Additional Hours. CCTV Camera Unit and Combination Vac/Flushing unit c/w operator and helper.	Hour	158			
32.	Additional Hours. CCTV Camera Unit and Combination Vac/Flushing unit c/w operator and helper.	Hour	75			
33.	Additional Hours. Scheduled priced per hour of actual footage usage	Hour	158			
34.	Additional Hours. Emergency priced per hour of actual footage usage	Hour	75			
35.	Scheduled Service Call. 24- hour response. 7 days a week. CCTV Camera Unit and Flusher unit c/w	Lot, Once Per call-up	18			

	operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.					
36.	Emergency Service Call. 4-hour response. 7 days a week. CCTV Camera Unit and Flusher unit c/w operator and helper. Price to include all supervision, labour, travel, overhead, and first hour of productive labour, to be charged only once per call-up.	Lot, Once Per call-up	7			
37.	Additional Hours. CCTV Camera Unit and Flusher unit c/w operator and helper.	Hour	158			
38.	Additional Hours. CCTV Camera Unit and Flusher unit c/w operator and helper.	Hour	75			
39.	Additional Hours. Scheduled priced per hour of actual footage usage	Hour	158			
40.	Additional Hours. Emergency priced per hour of actual footage usage	Hour	75			
DISPOSAL FEES						
41.	Total price per litre for the disposal of waste water and oil based products	Litre	96746			
42.	Total price per litre for the disposal of waste water and detergent based products	Litre	10670			
43.	Total price per litre for the disposal of waste water and other contaminated products	Litre	25880			
44.	Disposal of non-hazardous industrial waste (solid) (i.e car wash pits, catch basins sewer cleaning storm-ceptors etc.)	Per Tonne	100			

OVERNIGHT STORAGE						
45.	Off Base Overnight storage fee/charge for the contractors equipment (Vacuum, Flusher, or Combo Unit) during winter months (Nov-March) This allowance must be pre-approved by the Technical Authority.	Per Night	3			
COGENERATION FACILITY						
46.	Lot price for the cleaning and disposal of wastewater from the Cogeneration Facility Sump, as directed by the Technical Authority.	Lot Price	6			
OTHER						
47.	Root Cutter, Rental	Hour	160			

ANNEX C  
CLEAN CATCH BASINS  
OIL/WATER SEPARATOR, SUMPS/PITS LIST

<b>OIL/WATER SEPARATOR, SUMPS/PITS LIST</b>		
<b>BUILDING</b>	<b>OIL/WATER SEPARATOR</b>	<b>SUMPS/PITS</b>
AA-1	1	1
BB-102	1	4
BB-104	1	2
BB-129	1	3
BB-130	1	2
C-39	1	4
C-40	0	2
C-50	1	1
C-53	1	3
C-103	1	2
CC-102	1	4
CC-104	1	2
CC - 120	0	2
CC - 124	0	1
CC - 125	1	2
D-57	1	3
D-106	1	6
H-107	1	1
H-112	1	1
H-114	1	2
H-118	1	1
L-57	2	1
M-105	1	1
P-49	0	1
P-57	1	1
P-117	0	1
R-101	1	3
RR - 549	1	0
S-105	0	3
S-111	0	1
S-118	1	1
S-122	1	1
Y-102	1	2
Y-104	1	4
Y - 108	1	0
Z-104	1	2
Z-105	1	5
Z-106	2	2
Z-108	1	5
Z-117	0	1
Z-120	1	1
Z - 123	1	0
<b>TOTALS</b>	<b>35</b>	<b>85</b>