



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 Portable Toilet&Holding Tank Rental	
Solicitation No. - N° de l'invitation W6703-150010/A	Date 2016-01-27
Client Reference No. - N° de référence du client W6703-150010	GETS Ref. No. - N° de réf. de SEAG PW-\$VIC-249-6915
File No. - N° de dossier VIC-5-38057 (249)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-29	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
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 39 SVC BATTALION DET. CHILLIWACK 5535 KOREA ROAD CHILLIWACK BRITISH COLUMBIA V2R 5P2 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

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, and any other annexes

1.2 Summary

For the provision of, as and when requested, the rental, setup, cleaning, servicing, and removal after rental period of chemical toilets and holding tanks to the Department of National Defence at Area Support Unit (ASU) Chilliwack and Vernon Military Camp in accordance with the solicitation document.

The period of the Standing Offer is from date of issuance to 31 March 2018, with options to extend for two (2) additional one-year periods.

The requirement is divided into 2 Streams of Work: 1) ASU Chilliwack; and 2) Vernon Military Camp.

It is anticipated that up to (2) Regional Individual Standing Offers may be authorized, one for each Stream of Work, as a result of this Request for Standing Offers up to an aggregate amount of \$300,000.00. An Offeror may bid on one or more Stream of Work, and a single Offeror may be awarded more than one Standing Offer.

The estimated annual usage for Vernon Military Camp is: \$50K - \$60K per year. Most locations to be serviced are within the boundaries of the Camp, 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 estimated annual usage for ASU Chilliwack is: \$23K to \$30K per year. Most locations to be serviced 95% of the time are within 22 km of ASU Chilliwack.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.3 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

2.1 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 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates

2.1.2 Prices – Items

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

2.2 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.

2.3. 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.

2.4. 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5. 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

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

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 the Annex "B", Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 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.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria – **See Annex "A"**

4.1.2 Financial Evaluation

The firm unit prices quoted for the items in Annex "B" will be multiplied by the estimated annual quantities shown for all years. The resulting amounts will be added together to obtain the total assessed offer price for each Stream of Work, in accordance with the following tables:

Evaluated Price – STREAM 1 (Chilliwack and Fraser Valley area):

ASSESSED OFFER PRICE – Contract Period (YEAR 1):	\$ _____
ASSESSED OFFER PRICE – Contract Period (YEAR 2):	\$ _____
ASSESSED OFFER PRICE – Option Period (YEAR 3) (CANADA OPTION):	\$ _____
ASSESSED OFFER PRICE – Option Period (YEAR 4) (CANADA OPTION):	\$ _____
TOTAL AGGREGATE OFFER PRICE – Stream 1 (ALL YEARS):	\$ _____

Evaluated Price – STREAM 2 (Vernon Military Camp):

ASSESSED OFFER PRICE – Contract Period (YEAR 1):	\$ _____
ASSESSED OFFER PRICE – Contract Period (YEAR 2):	\$ _____
ASSESSED OFFER PRICE – Option Period (YEAR 3) (CANADA OPTION):	\$ _____
ASSESSED OFFER PRICE – Option Period (YEAR 4) (CANADA OPTION):	\$ _____
TOTAL AGGREGATE OFFER PRICE – Stream 2 (ALL YEARS):	\$ _____

4.1.2.1 SACC Manual Clause M0220T (2007-05-25), Evaluation of Price

4.2 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 aggregate price on a Stream-by-Stream basis will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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 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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

There is no security requirement applicable to this Standing Offer.

6.3 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.

6.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 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 usage 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 usage data must be submitted on a semi-annual basis 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.

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of issuance to 31 March 2018 inclusive.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one-year periods, from 01 April 2018 to 31 March 2019 and from 01 April 2019 to 31 March 2020 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.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Christine Cress
Public Works and Government Services Canada
Pacific Region, Acquisitions
401 – 1230 Government St
Victoria, BC V9C 3T7

Telephone: 250-363-8442

Facsimile: 250-363-0395

Solicitation No. - N° de l'invitation

XXXXX-XXXXXX/X

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

XXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

CCC No./N° CCC - FMS No./N° VME

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.

6.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

6.5.3 Offeror's Representative – (*Fill in, as applicable.*)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *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.

6.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are:

39 Service Battalion
Detachment Chilliwack
Contract Management Cell
5535 Korea Rd
Chilliwack, BC V2R 5P2

AND/OR

Vernon Military Camp
Logistic Support Centre Bldg B3
3100 – 15th Ave
Vernon, BC V1T 0A8

6.8 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*.

Payment by credit card does not constitute authorization or confirmation of the Work.

6.9 Limitation of Call-ups

6.9.1) Requirements below \$25,000.00 :

For individual requirements below \$25,000.00, the Identified User is permitted to issue individual

Call-ups below this value, inclusive of all taxes.

6.9.2) Requirements estimated at \$25,000.00 or more:

Only the PWGSC Standing Offer Authority, on behalf of a client, is permitted to issue Call-ups for

individual requirements estimated at \$25,000.00 or more, inclusive of all taxes.

The requirement must be submitted to Public Works and Government Services Canada (PWGSC) on either:

- i. a completed PWGSC 9200 form "Requisition for Goods and Services" to PWGSC for processing; or
- ii. a completed PWGSC 942 form "Call-up Against a Standing Offer" on which the Client must sign the signature block in the bottom left corner of the PWGSC 942 form indicating that they have certified, pursuant to subsection 32 (1) of the Financial Administration Act, that the funding for the requirement is available. The PWGSC 942 form must then be submitted to PWGSC for signature, indicating the PWGSC Contracting Officer's approval on behalf of the Minister. PWGSC will then forward the authorized PWGSC 942 order to the RMSO Offeror.

6.9.3) Call-up Limitation Summary Table:

Identified Users' Call-up Limitation	PWGSC's Call-up Limitation
below \$25K	\$25K and over

6.10 Financial Limitation – Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (to be determined at issuance of standing offer) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2015-09-03), General Conditions - Services (Medium Complexity) ;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;

h) the Offeror's offer dated _____ .

6.12 Certifications

6.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

6.13 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 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.

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of general conditions 2010C (2015-09-03), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Period of the Contract

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

6.4 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.

6.5 Payment

6.5.1 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.

6.5.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16), Limitation of Price

6.5.3 Method of Payment

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

OR

SACC Manual Clause H1008C (2008-05-12), Monthly Payment

6.5.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C0710C (2007-11-30), Time and Contract Price Verification

6.5.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

OR

No credit cards are accepted.

6.6 Invoicing Instructions

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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed, if applicable;
- b. a copy of the invoices, receipts, or vouchers for all direct expenses, and all travel and living expenses if applicable.

2. Invoices must be distributed as follows:

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

6.7 Insurance Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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6.8 SACC Manual Clauses

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

ANNEX "A" - STATEMENT OF WORK**PORTABLE TOILET RENTAL AND SERVICING****STREAM 1: Area Support Unit (ASU) Chilliwack****1. Description and scope of the work**

For the supply of chemical toilets, hand wash station, garbage & recycling bins and holding tanks on a year-round rental basis, and the supply of all the labour, materials, equipment, tools, supervision and transportation necessary to set-up, remove, clean and service portable latrines and holding tanks for Department of National Defence, 39 Service Battalion Detachment Chilliwack (ASU Chilliwack).

Eighty chemical toilets along with three holding tanks of 250 gallons are required on an "as and when requested" basis.

In addition, pumping and cleaning of thirty owned DND chemical toilets cleaned weekly on an "as needed" requirement.

Four large and two small holding tanks located in the Chilliwack training areas will also require pumping at least twice yearly.

2. Specifications

All portable toilets supplied shall include:

- Fibreglass, polyethylene, and/or polypropylene material construction;
- One toilet, roof and privacy enclosure including door with latch;
- Holding tank vented through the roof;
- One separate urinal;
- One hand wash sani-station complete with sanitizer solution;
- Toilet Paper and Dispenser;
- All portable Holding Tanks shall include the Provision for secure temporary storage of grey water and sewage.

3. Location of work

Any & all Military units using Military Training areas or Non DND property involved with military activities. Authority will be coordinated through 39 Service Battalion contracting section, which will be specified on each individual call-up. The services will be within 60km of the Chilliwack area. All access to Chilliwack area DND Ranges and Training areas must be coordinated with live range usage and will be granted through Chilliwack Range Control.

SITE LOCATIONS (and APPROXIMATE DISTANCE FROM ASU CHILLIWACK) include but are not limited to the following :

Pierce Creek (Columbia Valley): 6.2 km to 10.4 km depending on where the training is held.
Larson Bench: 24 km
Opsee Area: 10.4 km
Slesse Creek: 21.3 km

4. Schedule of Work

The period of the work required will be from the date of Standing Offer until September 30, 2017 with a 1 year option to extend.

5. Servicing of Units

The supplier shall be responsible for regular servicing, "as and when" requested of each unit as required by 39 Service Battalion contract section. DND owned chemical toilets & holding tanks will be repaired by DND staff when necessary.

6. Lessor/Lessee Responsibilities

The Contractor shall be responsible for:

- Delivery and set-up at site designated by the military requestor.
- Tie down/secure units susceptible to upset
- Pick-up at time of call-up completion
- Pick-up and return of unit for warranty service
- Unit licensing- if required
- Full maintenance due to normal wear and tear.
- Supply of another unit of the same size and type to replace a specific unit when a unit is taken out of service for repairs for a period of greater than 24 hours.
- Downtime
- Supply all paper, chemicals, and deodorants required for summer and winter use.
- Regular waste disposal as required
- Dumping of grey water: Dumping is not permitted on base or in environment.
- Dumping must only be done at an approved site according to Environment Canada Guidelines.

The Department of National Defence shall be responsible for using the unit with reasonable care.

7. Rental Conditions

Any conditions usually applied by the Rental Agency and listed in the Rental Agreement of Acceptance Form will NOT supersede the terms and conditions of the contract.

8. Fire Safety and Environmental Protection Requirements

The contractor will be responsible for ensuring that their employees are familiar with and observe all Fire Safety Requirements and rules and all Environmental Protection Plans, which are in effect at the Department of National Defence Site. Fire Safety and Environmental Protection Requirements will be provided to the authorized Contract holder by DND.

All contractors entering the DND owned Ranges and Training areas will have a safety brief from Chilliwack range control staff at least once every 3 years.

Perform all work in accordance with the latest Environmental Protection Act, and Federal Fisheries Act and all other applicable Federal, Provincial and Municipal Codes pertaining to the trades involved in this specification.

Any release of any product from truck or unit into the atmosphere or environment must be reported to Chilliwack range control.

9. Contractor's Use of Site

Exclusive and complete use of the site for the execution of the work except as follows:

- a) Movement around the site Ranges and Training Areas shall be subject to restrictions imposed by the Chilliwack Range Control. Movement on other sites including non DND land will be coordinated by the DND unit conducting that specific training.
- b) Stockpile site to be designated by Chilliwack Range Control but normally will not be used as items will be requested for specific dates. Usual site for this activity is only the camp area at Vokes Range.
- c) Site shall not be unreasonably encumbered with materials and equipment; and, stored products or equipment will not be charged to DND for late pick-up.

10. Materials and Equipment

- a) The Supplier is responsible for maintaining all vehicles and equipment. Repairs and all other operating costs of the equipment are the Suppliers responsibility.
- b) Vehicles with leaking Hydraulic equipment will be denied access to DND sites at the discretion of the site authority. Unless otherwise specified, comply with the manufactures latest printed instructions for materials and installation methods.
- c) Notify Site Authority in writing of any conflict between these specifications and manufacturers instructions so that the Site Authority can designate which specification is to be followed.

11. Delivery and Storage

The Supplier will prevent damage, adulteration and soiling of units during delivery, handling and storage and will immediately remove rejected units from the site.

12. General Instructions for Cleaning

- a) Sanitation spraying is to be done each time a unit is serviced. All servicing materials and equipment are the responsibility of the Supplier.
- b) Cleaning and disposal operations are to be conducted in compliance with local ordinances and anti-pollution laws.
- c) Rubbish and waste materials are not to be buried or disposed of on site. Waste is not to be disposed of into streams or waterways. All refuse from units is to be disposed of off DND property. (Disposal must be JAW Provincial & Federal regulations).
- d) Site is to be cleaned when the units are removed.
- e) Environmentally friendly bluing shall be used in units subject to approval of Contract.

13. Service Trucks

The service truck to be equipped with the following equipment: Pressurized water system and holding tank with fresh water for hosing down complete inside of units; and, Holding tank for chemical waste.

A four-wheel drive delivery vehicle should be available to drop off and pick up latrines in the remote areas of the training areas.

Service trucks will also be driven with care and attention to road conditions as DND is not liable for vehicle accidents in the training area that are caused by irresponsible driving.

STREAM 2: Vernon Military Camp**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. The Work includes:

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.

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.

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ANNEX "B" - BASIS OF PAYMENT

- The firm rates shall be inclusive of all direct and indirect expenses incurred in providing the services including all labour, fringe benefits, overhead, supervision, tools, equipment, materials, parts, manuals, travel and living costs, transportation charges, telephone/facsimile charges, clerical support, general and administrative costs, and profit required to do the Work. No other costs will be allowable under the Contract unless written authorization of the Project Authority is received. No rental charges shall be paid for tools or equipment incidental to the Work.
- Firm Unit Prices are to be quoted in Canadian dollars, Customs duties and Excise taxes included.
- Firm Unit Prices do not include GST. GST will be added as a separate line item to any invoice issued as a result of a contract.
- Firm Unit Prices are quoted Incoterms 2000 "DDP Delivered Duty Paid" for goods including all delivery and off-loading charges to the destination address.
- All rates shall include travel time both to and from the site of Work including supervision and overhead.

STREAM 1 – Area Support Unit (ASU) Chilliwack:

1	Rental and Servicing of Portable Toilets	Unit of Issue	Est. Annual usage	Firm unit price – Contract Period (YEAR 1)	Firm unit price – Contract Period (YEAR 2)	Firm unit price – Option Period (YEAR 3) (CANADA OPTION)	Firm unit price – Option Period (YEAR 4) (CANADA OPTION)
a	Daily rental rate, includes one servicing, delivery and pickup (up to 6 days maximum)	EA	50				
b	Weekly rental rate, includes one servicing per week	EA	10				
c	Pickup or move an existing unit (one way only)	EA	20				
d	Extra servicing, per unit	EA	640				
	Damage charge shall be at \$_____ per hour plus materials at cost. A copy of material invoices must be included with the repair bill. (This item will not be used for evaluation purposes.)						

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2	Rental and Servicing of 250 gallon Holding Tanks for Grey Water and Sewage	Unit of Issue	Est. Annual usage	Firm unit price - Contract Period (YEAR 1)	Firm unit price - Contract Period (YEAR 2)	Firm unit price - Option Period (YEAR 3) (CANADA OPTION)	Firm Unit price - Option Period (YEAR 4) (CANADA OPTION)
a	Daily rental rate, includes one servicing, delivery and pickup (up to 6 days maximum)	EA	30				
b	Weekly rental rate, includes one servicing per week	EA	10				
c	Pickup or move an existing unit (one way only)	EA	1				
d	Extra servicing, per unit	EA	15				
	Damage charge shall be at \$_____ per hour plus materials at cost. A copy of material invoices must be included with the repair bill. (This item will not be used for evaluation purposes.)						

STREAM 2 - Vernon Military Camp:

Item	Description	Estimated Annual Usage	Firm Unit Price – Contract Period (YEAR 1)	Firm Unit Price – Contract Period (YEAR 2)	Firm Unit Price – Option Period (YEAR 3) (CANADA OPTION)	Firm Unit Price – Option Period (YEAR 4) (CANADA OPTION)
1	Rental of Portable Toilets shall include: - setup and remove unit after rental period.	1,340 rental days	\$ _____/per day daily rental rate	\$ _____/per day daily rental rate	\$ _____/per day daily rental rate	\$ _____/per day daily rental rate
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 serviced, rental and owned Plus: 27 units serviced, rental and owned (statutory holidays)	\$ _____/per lavatory	\$ _____/per lavatory	\$ _____/per lavatory (statutory holidays)	\$ _____/per lavatory (statutory holidays)
3	Relocation/Moving of Toilets shall include: - pick up and re-delivery of units from a specified location for delivery to another specified location to coincide with the training schedule, on	10 hours	\$ _____/per hour	\$ _____/per hour	\$ _____/per hour	\$ _____/per hour

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	<p>an "as and when requested" basis.</p> <p>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.</p>					
4	<p>Pumping of holding tanks (3 in total) shall include:</p> <ul style="list-style-type: none"> - 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	\$ _____/per service	\$ _____/per service	\$ _____/per service

ANNEX C - Commercial General Liability Insurance

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.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

2. The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- e. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27.

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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. W6703-150010/xxx/VIC, for the Department of National Defence to the Standing Offer Authority at: Christine.Cress@pwgsc.gc.ca

REPORT ON THE VOLUME OF BUSINESS

SUPPLIER: _____

REPORTING PERIODS to the Standing Offer 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.: _____