



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

**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
ATB Place North Tower
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Portable Toilet Rentals	
Solicitation No. - N° de l'invitation W642C-16CE01/A	Date 2016-02-01
Client Reference No. - N° de référence du client W642C-16CE01	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-025-10689
File No. - N° de dossier EDM-5-38314 (025)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-14	
Time Zone Fuseau horaire Mountain Standard Time MST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Calley, Jennifer	Buyer Id - Id de l'acheteur edm025
Telephone No. - N° de téléphone (780)497- ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG 188 CFB ASU WAINWRIGHT DENWOOD Alberta TOB1B0 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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Solicitation No. - N° de l'invitation
W642C-16CE01/A
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W642C-16CE01

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38314

Buyer ID - Id de l'acheteur
edm025
CCC No./N° CCC - FMS No./N° VME

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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 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, 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, the Insurance Requirements, and the Standing Offer Usage Report.

1.2 Summary

For the provision of all labour, equipment, materials, supervision, transportation and expertise necessary for the rental and related servicing/maintenance of portable toilets, human waste barrels, handwash stations and grey water containers on an "as required" basis, at CFB/ASU Wainwright, Denwood, Alberta.

The period for making call-ups against the Standing Offer is for two (2) years from the date of issuance of the Standing Offer.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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) (<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

2.2 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.
- c.

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 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be

clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Alberta.

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.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

Canada requests that Offerors complete option 1 or 2 below:

1. Electronic Payment Instruments will be accepted for payment of call-ups against the standing offer.

The following Electronic Payment Instrument(s) are accepted:

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

2. Electronic Payment Instruments will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments 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

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

Mandatory Requirements Prior to Issuance of Standing Offer

- 4.1.1.1 Provision of evidence that an Accredited Sewage Treatment Facility will accept the waste.

4.1.2 Financial Evaluation

The total evaluated bid price will be determined using the rates provided in the Basis of Payment of Annex "B" and will be calculated as follows:

(a) For items 1-16, the unit price will be multiplied by the estimated annual usage for each year.

The results of the calculations in (a) above will be added together to obtain the total evaluated bid price.

SACC Manual Clause [M0220T](#) (2013-04-25), 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 price 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) (<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_equality/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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 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.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to this Standing Offer.

7.3 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.

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for two (2) years from the date of issuance of the Standing Offer.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Jennifer Calley

Solicitation No. - N° de l'invitation
W642C-16CE01/A
Client Ref. No. - N° de réf. du client
W642C-16CE01

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38314

Buyer ID - Id de l'acheteur
edm025
CCC No./N° CCC - FMS No./N° VME

Title: Supply Officer Trainee
Public Works and Government Services Canada
Acquisitions Branch, Western Region
ATB Place North Tower
10025 Jasper Avenue
Edmonton, AB T5J 1S6

Telephone: (780) 497-3788
Facsimile: (780) 497-3510
E-mail address: jennifer.calley@pwgsc-tpsgc.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.

7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(To be named at issuance of Standing Offer)*

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.

7.5.3 Offeror's Representative

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

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: _____. *(To be completed upon issue of Standing Offer)*

7.7 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.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (Applicable Taxes excluded) *(to be completed upon issue of Standing Offer)* 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

7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (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) Annex “D”, Standing Offer Report;
- i) 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)*.

7.11 Certifications

7.11.1 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.

7.12 Applicable Laws

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

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.

7.1 Statement of Work

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

Section 16 Interest on Overdue Accounts, of 2010C (2015-09-03) General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex "B" for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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

7.4.2 SACC Manual Clauses

A9117C (2007-11-30), T1204-Direct Request by Customer Department
C0710C (2007-11-30), Time and Contract Price Verification
C2000C (2007-11-30), Taxes – Foreign-based Contractor
H1000C (2008-05-12), Single Payment

7.4.3 Electronic Payment of Invoices – Standing Offer

The Offeror accepts to be paid using the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.5 Invoicing Instructions

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

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.

7.6 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

7.7 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)
A9039C (2008-05-12), Salvage
A9062C (2011-05-16), Canadian Forces Site Regulations
M3800C (2006-08-15), Estimates

ANNEX "A"

STATEMENT OF WORK

Part 1 General Instructions:

1. Requirement

.1 For the provision of all labour, equipment, materials, supervision, transportation and expertise necessary for the rental and related servicing/maintenance of portable toilets, human waste barrels, handwash stations and grey water containers on an "as required" basis, at CFB/ASU Wainwright, Denwood, Alberta.

2. Response Time

- .1 The Contractor is to reply to an authorized call up against a Standing Offer within 6 hours of receipt, and the actual delivery to be made as stated on the Call-up Against a Standing Offer (DSS 942).
- .2 During major exercises urgent services are to be provided within 4 hours of receipt of the call-up.
- .3 Call-ups may be made daily during major exercises.
- .4 The Contractor will adhere to the time frames indicated on the DSS 942.
- .5 All units must be removed by the final date indicated on each particular call-up. No units are to be left past this date.

3. Site Regulations

- .1 The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property.
- .2 There is zero tolerance for speeding on the base. Obey posted speed limit and use common sense and slow down when it's necessary. There is loose gravel on the roads and Texas gates throughout the area.
- .3 Marching troops have priority on the base.

4. Statement of Work

- .1 Number of units which may be required:
 - i. The contractor must be able to supply up to 500 units at one time for a period indicated on the authorized call-up. Average lead time for a call-up is one (1) month notice.
 - ii. Contractor must be able to supply up to 40 units within one (1) day of receipt of an authorized call-up.
 - iii. Department of National Defence (DND) uses the guidelines for Alberta Health and Safety that there be 1 portable toilet per 20 people present. The number of greywater containers, hand wash stations and servicings are at the discretion of DND.
- .2 A mandatory Range Control Briefing is required for the Contractor's personnel, to advise the rules of the range, it is approx. 15 - 20 minutes long. Each employee of the contractor must attend briefing once per year. Range Control Briefings are held once a year unless a new employee is hired by the contractor.
- .3 Some units can only be delivered / serviced by crossing the air strip. Regarding the toilets at the end of the airway, aircrafts have priority. The Offerer may be required to wait for up to 15 minutes for the runway to clear. The Offerer will be informed if there is a special procedure in place.
- .4 If the Contractor cannot access a delivery location, then the contractor must contact the Project Authority and will be provided an alternate location for delivery.
- .5 If the Contractor was not informed that a location would go "live" and is caught within a live-fire area, the Contractor must contact the Project Authority.
- .6 Contractors are seen as International Security and Assistance (ISAF) players during military exercises. They may be delayed or detained from necessary work and as such need to be compensated.

5. Contractor Responsibilities

- .1 The Contractor will be responsible for maintaining all vehicles and equipment. Repairs and all other operating costs of the equipment are the contractor's responsibility. Vehicles with leaking hydraulic or hoses may be denied access to the Base at the discretion of the Project Authority.
- .2 Use new consumable products unless otherwise specified, ie. Toilet paper and hand sanitizer,
- .3 The Contractor will be responsible for the cleaning and servicing of units as indicated on the call-up.
- .4 The Contractor will be responsible for supply of another unit of the same size and type to replace a specific unit when one is taken out of service for repairs. A minimum of downtime to change out unit at no cost to DND.
- .5 The Contractor will be responsible for the supply of all paper, chemical disinfectants, hand sanitizers, scrub brushes, antifreeze and deodorants required for summer and winter use.
- .6 The Contractor will be responsible for providing a copy of letter(s) from the approved sewage waste disposal facility stating approval for the Contractor to use the facility.
- .7 The Contractor will be responsible for delivery and removal of units at a time specified by the CE Contracts Office or their representatives on the dates stated on the call-up document.
- .8 Contractor will fix the units to the ground, so damage by means of wind will be reduced. DND recommends the use of stakes driven into the ground. DND is not responsible for damage to units that is caused by wind.
- .9 It is the Contractor's responsibility to supply fresh water for cleaning of units. Contractor is responsible for any related costs or fees for obtaining fresh water.

6. Delivery and Storage

- .1 No storage of material and equipment will be allowed on Base at any time. Contractor is responsible for all costs for storage of equipment and material.
It is the Contractor's responsibility to deliver, store and maintain packaged materials with manufacturer's seals and labels intact.
- .2 It is the Contractor's responsibility to prevent damage, adulteration and soiling of materials during delivery, handling and storage. Immediately remove rejected materials from site.
- .3 It is the Contractor's responsibility to store material and equipment in accordance with manufacturer's instructions.

7. Equipment

- .1 DND requests that the Contractor must have the capability to be able to supply up to 500 chemical units at one time. The Contractor's fleet must have at least one service truck per 100 chemical toilets with an operator and trailer for each vehicle. The fleet must also have transportation for the Forman. All vehicles must have four wheel drive.
- .2 Servicing trucks to be equipped with the following equipment:
 - .1 Pressurized water system and holding tank with fresh water for hosing down complete inside of unit.
 - .2 Holding tank for chemical waste.
- .3 Service truck to be equipped with 4 wheel drive capability and must have a way to recover their own vehicles if they get stuck (i.e. winching system).
- .4 Contractor is to make arrangements with civilian recovery company for recovery of their own vehicle(s), at their own cost.
- .5 Service truck must be equipped with a means of communication to CE Contract's Office (ie: cellphones), and have a "GPS" device with each service truck to be used to locate specified drop off locations in the training area.
- .6 During major exercises CE Contract's Office must be able have contact with the Contractor's drivers. Contractor to supply cell numbers prior to the exercise start date.

- .7 Portable toilets must be supplied and maintained by the Contractor in a serviceable and acceptable appearance and condition. If a chemical toilet becomes unserviceable or dirty, a replacement portable toilet must be supplied by the Contractor (at no cost to DND) within 4 hours of notification by DND.
- .8 The interior floors, walls, ceiling, partitions and doors of all portable structures must have a finish that can be easily cleaned.
- .9 Every portable toilet room must provide adequate space for the user with minimum inside of 91cm front to back and side to side, inside clear height of 1.98m and a stool riser height of 35 to 51 cm.
- .10 The door of a building or partitioned area housing a single toilet facility must be provided with an inside latch. Any door leading to the outside must be self-closing.
- .11 If the structure contains a tank in which waste is stored, that tank must be vented to the outside of the structure with a minimum nominal vent area of 45 cm².
- .12 Portable toilet rooms that are not ventilated by mechanical means must be provided with a screened ventilation opening having a cross-sectional area of at least .09 m² per stool.
- .13 Grey water tanks are to be 500 imperial gallons or 600 US gallons. Grey water will come from military personnel shaving and from the kitchen sites.
14. Human waste barrel are to be delivered to a specified location and picked up on completion of use for disposal

8. Indemnity

- .1 The contractor will assume all responsibility for loss or damage of equipment ie: wind damage, natural disasters of nature, fire or transport damage.
- .2 Upon discovery of units damaged by the DND. employees or agents, the Project Authority or their representative are to be immediately notified, so that they may be inspected by the Project Authority or their representative for determination/mutual agreement that a separate fee should be charged.
- .3 Contractor to provide evidence that damaged units repaired or replaced at DND expense were repaired or replaced at cost specified.

9. Project Estimate Cost

- .1 All invoices must be submitted within (30) thirty days from work completion.
- .2 Contractor is to provide copies of material invoices upon request.

10. Pricing

- .1 Refer to the Annex "B", Basis of Pricing.
- .2 A minimum order charge will not be accepted.
- .3 Delivery: will include transportation from contractors facility to CFB/ASU Wainwright, "Base Proper" or "Training Area". Also includes the initial set-up, staking down of each unit, filling with water or antifreeze, paper, chemical disinfectants required for use of unit(toilet)/(grey water container)/(handwash station). Includes all charges for travel, accommodations, labour and vehicle(s). The average distance to a drop-off in a training area would be 25 km from the front gate of the "Base Proper".

Removal: will include transportation from CFB/ASU, "Base Proper" or "Training Centre" to contractor's facility. Also includes removal of stakes, final clean-up and sanitation of the unit (toilet/grey water container/handwash station). Includes all charges for travel, accommodations, labour and vehicle(s).

Cleaning and Servicing: will include removal of all waste products, high pressure washing of each unit with a sterilizing solution, replacement of paper, chemical disinfectants and disposal of waste product at an approved waste disposal facility. All servicing materials and equipment for the chemical toilets, grey water containers and handwash stations are to be the responsibility of the contractor. Contractor is responsible for any associated disposal fees.

Damages: anything that renders the chemical toilet, grey water container or handwash station unserviceable; ex. holes completely through, broken toilet seats, broken foot pumps, will be considered damaged. Scratches, small holes that do not completely penetrate through the material, do not make the unit unserviceable.

Part 2 - Fire Safety Contractors

1. Fire Safety Plan

.1 Contractors and their personnel shall be familiar with this section and its contractors.

2. Fire Department Briefing

.1 The Contract's Inspector shall coordinate arrangements for the contractor to be briefed on Fire Safety at their pre-work conference by the Fire Chief before any work is commenced.

3. Reporting Fires

- .1 Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- .2 Report immediately all fire incidents to the Fire Department as follows:
 - .1 Activate nearest fire alarm box, or
 - .2 Telephone
- .3 Person activating fire alarm box shall remain at the box to direct Fire Department to scene of fire.
- .4 When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

4. Interior and Exterior Fire Protection and Alarm Systems

- .1 Fire protection and alarm systems shall not be:
 - .1 Obstructed
 - .2 Shut-off
 - .3 Left inactive at the end of a working day or shift without notification and authorization from the Fire Chief or his representative.
- .2 Fire hydrants, standpipes and hose systems shall not be used for other than firefighting purposes unless authorized by the Fire Chief.

5. Blockage of Roadways

.1 The Fire Chief shall be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Fire Chief, erecting of barricades and the digging of trenches.

6. Smoking Precautions

.1 Although smoking is not permitted in hazardous areas, care must still be exercised in the use of smoking materials in non-restricted areas.

7. Rubbish and Waste Materials

- .1 Rubbish and waste materials are to be kept to a minimum.
- .2 The burning of rubbish is prohibited.
- .3 Removal:
 - .1 All rubbish shall be removed from the work site at the end of the work day or shift or as directed.
- .4 Storage:
 - .1 Extreme care is required where it is necessary to store oily waste in work areas to ensure maximum possible cleanliness and safety.
 - .2 Greasy or oily rags or materials subject to spontaneous combustion shall be deposited and kept in an approved receptacle and removed as required in 8.3.1.

8. Flammable Liquids

- .1 The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada.
- .2 Flammable liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 20 litres provided they are stored in approved safety cans bearing the Underwriter's Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 20 litres for work purposes, requires the permission of the Fire Chief.

- .3 Transfer of flammable liquids is prohibited within buildings.
- .4 Transfer of flammable liquids shall not be carried out in the vicinity of open flames or any type of heat producing devices.
- .5 Flammable liquids having a flash point below 38c such as naphtha or gasoline shall not be used as solvents or cleaning agents.
- .6 Flammable waste liquids, for disposal, shall be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and the Fire Department is to be notified when disposal is required.

9. Hazardous Substances

- .1 If the work entails the use of any toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the National Fire Code of Canada.
- .2 The Fire Chief is to be advised, and a "Hot Work" permit issued in all cases involving welding, burning or the use of blow torches and salamanders, in buildings or facilities. Special precautions are necessary to safeguard life and property from damage by fire or explosives.
- .3 Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers, equipped with sufficient fire extinguishers shall be provided. The determination of dangerous or hazardous areas along with the level of precaution necessary for Fire Watch shall be at the discretion of the Fire Chief. Contractors are responsible for providing fire watch service for their work on a scale established and in conjunction with the Fire Chief at the pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation shall be assured and all sources of ignition are to be eliminated. The Fire Chief is to be informed prior to and at the cessation of such work.

10. Questions and/or Clarification

- .1 Any questions or clarification on Fire Safety in addition to the above contractors shall be directed to and cleared through the Fire Chief.

Part 3 - Environmental Protection

1. Fires

- .1 Fires and burning of rubbish on site will not be permitted.

2. Disposal of Wastes

- .1 Do not bury rubbish and waste materials on site.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- .3 Due to the type of waste (human waste) it is required by Occupational Health and Safety Standards and DND policy that all waste (human waste) be disposed of at an accredited sewer treatment facility.

3. Drainage

- .1 Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
- .2 Do not pump water containing suspended materials into waterways, sewer or drainage systems.
- .3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority contractors.

4. Smoking of Tobacco Products

- .1 Smoking of tobacco product is NOT PERMITTED in DND buildings

- .5 Several varieties of weeds and insects are found in and around the training areas and the camp. All vehicles and equipment (military, civilian, recreational, contractors, farm machinery, heavy oil field equipment) that travel off Main Service Routes must be thoroughly washed (steam cleaning preferred) to remove all weeds and insects prior to entrance and departure from the Range Training Area from April 1 -

November 1. This is required to prevent the introduction and/or spread of weeds and insects to other areas. The Contractor is required to provide their own means of cleaning their vehicles.

This applies when Contractors are directed to perform work that requires them to go off roads and trails into areas that have long grass, etc.

Part 4 - Cleaning - Section 01710

1. General

- .1 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - .1 Do not bury rubbish and waste materials on project site.
 - .2 Do not dispose of wastes into streams or waterways.
 - .3 Disposal of waste from units to be off DND property. Approval and disposal instructions must be obtained from an accredited sewage treatment facility. Contractor is responsible for any associated disposal fees.
 - .4 The contractor shall supply to DND a letter signed by the accredited sewage treatment facility superintendent or his representative stating approval has been issued for the contractor to use the approved waste dumping site.
 - .5 Contractor shall be responsible to supply, toilet paper, chemical, disinfectant, soap, scrub brushes, deodorants and hand sanitizers required for both winter and summer use.
 - .6 Clean-up sites when units have been removed.
 - .7 Cleaning of chemical toilets to be done in an approved area, as specified by the Contract Inspector or his appointed representative.

B	FROM Training Area	\$ _____	\$ _____	\$ _____	/unit /removal	45000 unit- removals
5	CLEANING AND SERVICING Portable Toilets					
A	Base Proper Area	\$ _____	\$ _____	\$ _____	/service /unit	50 unit- services
B	Training Area	\$ _____	\$ _____	\$ _____	/service /unit	45000 unit- services
6	RELOCATION of Portable Toilets, over 500 m	\$ _____	\$ _____	\$ _____	/unit /relocation	5000 unit- relocations
II	GREY WATER CONTAINERS					
7	Rental rates for 1 - 6 grey water containers					
A	Per day	\$ _____	\$ _____	\$ _____	/container /day	100 container- days
B	Per week	\$ _____	\$ _____	\$ _____	/container /week	1600 container- weeks
C	Per month	\$ _____	\$ _____	\$ _____	/container /month	10 container- months
8	Rental rates for more than 6 grey water containers					
A	Per day	\$ _____	\$ _____	\$ _____	/container /day	100 container- days
B	Per week	\$ _____	\$ _____	\$ _____	/container /week	1600 container- weeks
C	Per month	\$ _____	\$ _____	\$ _____	/container /month	10container- months
9	DELIVERY Grey Water Containers to Training Area	\$ _____	\$ _____	\$ _____	/unit /delivery	1700 unit- deliveries
10	REMOVAL Grey Water Containers from Training Area	\$ _____	\$ _____	\$ _____	/unit /removal	1700 unit- removals
11	CLEANING AND SERVICING Grey Water Containers, Training Area	\$ _____	\$ _____	\$ _____	/service /unit	1700 unit- services
III	HANDWASH STATIONS					
12	RENTAL , Handwash stations					
A	Per day	\$ _____	\$ _____	\$ _____	/unit /day	100 unit- days
B	Per week	\$ _____	\$ _____	\$ _____	/unit /week	6400 unit- weeks

Solicitation No. - N° de l'invitation
W642C-16CE01/A
Client Ref. No. - N° de réf. du client
W642C-16CE01

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38314

Buyer ID - Id de l'acheteur
edm025
CCC No./N° CCC - FMS No./N° VME

C	Per month	\$ _____	\$ _____	\$ _____	/unit /month	200 unit- months
13	DELIVERY Handwash Stations To Training Area	\$ _____	\$ _____	\$ _____	/unit /delivery	6500 unit- deliveries
14	REMOVAL Handwash Stations From Training Area	\$ _____	\$ _____	\$ _____	/unit /removal	6500 unit- removals
15	CLEANING AND SERVICING Hand wash Stations, Training Area	\$ _____	\$ _____	\$ _____	/service /unit	6500 unit- services
IV WAITING TIME						
16	If delayed or detained from necessary work to be charged in increments of 15 minutes	\$ _____	\$ _____	\$ _____	/hour	
III HUMAN WASTE CONTAINERS						
12	RENTAL , Human Waste Containers					
A	Per day	\$ _____	\$ _____	\$ _____	/unit /day	100 unit- days
B	Per week	\$ _____	\$ _____	\$ _____	/unit /week	400 unit- weeks
C	Per month	\$ _____	\$ _____	\$ _____	/unit /month	100 unit- months
13	DELIVERY Human Waste Containers To Training Area	\$ _____	\$ _____	\$ _____	/unit /delivery	500 unit- deliveries
14	REMOVAL Human Waste Containers From Training Area	\$ _____	\$ _____	\$ _____	/unit /removal	500 unit- removals
15	CLEANING AND SERVICING Human Waste Containers	\$ _____	\$ _____	\$ _____	/service /unit	500 unit- services
IV WAITING TIME						
16	If delayed or detained from necessary work to be charged in increments of 15 minutes	\$ _____	\$ _____	\$ _____	/hour	

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Buyer ID - Id de l'acheteur
edm025
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

INSURANCE REQUIREMENTS

1. 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: SEF#27

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EDM-5-38314

Buyer ID - Id de l'acheteur
edm025
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

STANDING OFFER REPORTING

Each Usage Report is to be comprised of data from completed Call Ups.

Return to:

Facsimile: (780) 497-3510
Email: WST.PA-EDM@pwgsc-tpsgc.gc.ca .

Quarterly Usage Report Schedule:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The usage reports must be submitted no later than fifteen (15) calendar days after the end of the reporting period

SUPPLIER: _____

STANDING OFFER NO: _____

DEPARTMENT OR AGENCY: _____

Department	Call up Number	Dollar Value (GST Included)

(A) Total Dollar Value Call-ups for this reporting period:	
(B) Accumulated Call-up Totals to Date:	
(A+B) Total Accumulated Call-ups:	

NIL REPORT: We have not done any business with the Federal Government this period.

PREPARED BY:

NAME: _____

PHONE: _____

SIGNATURE: _____

DATE: _____