

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions\Travaux publics et Services
gouvernementaux Canada
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa
Ontario
K8H 2X3
Bid Fax: (613) 687-6656**

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

Address inquiries to the Contracting Authority at
cynthia.lamorie@pwgsc-tpsgc.gc.ca

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 Supply
and Services Operation
Petawawa Procurement
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa
Ontario
K8H 2X3

Title - Sujet Septic Service	
Solicitation No. - N° de l'invitation W0135-707543/B	Date 2017-08-31
Client Reference No. - N° de référence du client W0135-13707543	GETS Ref. No. - N° de réf. de SEAG PW-\$PET-907-1438
File No. - N° de dossier PET-6-45030 (907)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-09-20	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Lamorie, Cindy	Buyer Id - Id de l'acheteur pet907
Telephone No. - N° de téléphone (613)687-6655 ()	FAX No. - N° de FAX (613)687-6656
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: RPOU (Ontario) North Bay CFB North Bay / 22 Wing 9 Manston Crescent Hornell Heights	
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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W0135-707543/B
Client Ref. No. - N° de réf. du client
W0135-13707543

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-6-45030

Buyer ID - Id de l'acheteur
PET907
CCC No./N° CCC - FMS No./N° VME

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This Request for Standing Offers (RFSO) cancels and supersedes previous RFSO number W0135-707543/A dated 26 May 2017 with a closing of 5 July 2017 at 2:00pm EDT.

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- 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, the Insurance Requirements, the Usage Report Form and Electronic Payment Instruments.

1.2 Summary

- 1.2.1** For the Department of National Defence, establish a Regional Individual Standing Offer to provide septic tank servicing and portable latrine rental and servicing for 22 Wing North Bay on an as and when requested basis.

It is the intention of the Crown to issue one (1) Standing Offer.

The period for call-ups against the Standing Offer will be 1 October 2017 to 30 September 2020.

- 1.2.2** Trade Agreements do not apply as this requirement falls below the respective thresholds.
- 1.2.3** This requirement is subject to a preference for Canadian goods and service.

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](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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 five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Financial Offer (1 hard copy)

Section II: Certifications (1 hard copies)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green](#)

[Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-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: 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

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

Section II: Certifications Offerors must submit the certifications and additional information 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.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

- a) Offers must not contain any alteration to the Pricing Basis other than the addition of the Offeror's unit prices.
- b) Pricing must be provided for all items and all pricing periods. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- c) Offers must not contain any condition or qualification placed upon the offer.
- d) Pricing must be firm in Canadian currency, excluding applicable taxes, and must not be indexed or tied to an escalation factor.

4.1.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The evaluated price of an offer will be determined as follows:

For each Item, the Offeror's Unit Prices will be multiplied by the corresponding estimated usage to arrive at an extended price. The evaluated price of an Offer is the sum of the extended prices for all years and all items.

4.2 Basis of Selection

4.2.1 SACC Manual Clause [M0069T](#) (2007-05-26), Basis of Selection

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian Services.

Subject to the evaluation procedures contained in the request for Standing Offer, Offerors acknowledge that the only offers with a certification that the services offered are Canadian services, as defined in clause [M3066T](#) may be considered.

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

() the services offered are Canadian services as defined in paragraph 4 clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#)(9), Example 2, of the *Supply Manual*.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the 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) (<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 (2016-04-04) 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 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 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 against the Standing Offer is from 1 October 2017 to 30 September 2020.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Cindy Lamorie
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: Bldg S-111, Garrison Petawawa

Telephone: 613-656-6655
Facsimile: 613-656-6656
E-mail address: cynthia.lamorie@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.

6.5.2 Technical 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 *[Note to Offerors: Please fill out required information]*

Name and telephone number of the person responsible for:

General Enquiries

Name: _____
Telephone No: _____
Facsimile No: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No: _____
Facsimile No: _____
E-mail address: _____

Procurement Business Number: _____

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 User authorized to make call-ups against the Standing Offer is 22 Wing North Bay.

6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 5,000 (Applicable Taxes included).

6.10 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](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2029](#) (2016-04-04), General Conditions – Good or Services (Low Dollar Value);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- j) the Offeror's offer dated _____ (*Note to Offerors: Canada will insert information at time of issuance*)

6.11 Certifications and Additional Information

6.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

6.12 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 _____. *[Note to Offerors: If applicable, Canada will insert the name of the province or territory as specified by the Offeror in its offer]*

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

2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the contract is from the date of the call-up plus two (2) months inclusive.

6.3.2 Delivery Date

Delivery 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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price, as specified in Annex B Basis of Payment. 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.

6.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

6.5.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-16) Single Payment

6.5.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department
SACC Manual clause [C0711C](#) (2008-05-12), Time Verification

6.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of 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)

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:
 1. Company name and address;
 2. 22 Wing North Bay billing information;
 3. Invoice number;
 4. Date;
 5. PWGSC 942 Call-up Against Standing Offer number;
 6. Site location for service provided;
 7. Description, quantity and type of equipment or service provided;
 8. Accurate dates of service provided;
 9. Approved rates; and
 10. Total amount per line item
2. Separate line showing applicable HST. 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.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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.

6.8 SACC Manual Clauses

[A9062C](#) (2010-01-11) Canadian Forces Site Regulations

6.9 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX "A"

STATEMENT OF WORK

Septic and Latrine Systems Rental/Service – 22 Wing North Bay

1. Identification

This requirement is for the provision of all supervision, labour, materials, transportation and equipment to pump and dispose of sewage from septic systems/holding tanks, the rental and servicing of latrines and hand wash stations for 22 Wing North Bay on an as and when requested basis.

2. Standards

Throughout the various sections and subsections of this specification reference is made to domestic, natural and international standards, Federal, Provincial and Municipal Acts, Regulations and Bylaws. These standards shall be considered an integral part thereof and must be read in conjunction with the specification as if they were reproduced herein. The Contractor must be fully familiar with the contents and requirements. The latest edition of all standards must be applicable unless a specifically dated edition is mentioned.

3. Responsibilities

- 3.1 The delegated Contracting Authorities are responsible to manage the Standing Offer and are the delegated authorities for call-ups against this Standing Offer;
- 3.2 The Contractor is responsible to comply with all aspects of this requirement. The Contractor will provide a copy of their company safety plan.

4. Environmental

- 4.1 The general geographical area of 22 Wing North Bay is located in the City of North Bay about 350 km (220 mi) north of Toronto;
- 4.2 Troop movement has priority. Use extreme caution when working in and around training sites, equipment, marching troops, and ensure hazards are identified and reported for immediate and proper corrective measures;

5. Safety

- 5.1 The Contractor must confine his equipment, storage of materials and operations of his workmen to limits indicated by the law, ordinance or the direction of the Technical Authority, and must not unreasonably encumber the site;
- 5.2 All personnel working on this requirement must wear adequate personal protective equipment to protect themselves and to prevent transfer of contaminants and the spread of disease;
- 5.3 Personnel must take all reasonable safety precautions when pumping and disposing of waste.

- 5.4 The Contractor must take all necessary precautions to protect and prevent damage to any structure and all surrounding property and installations. Damage caused must be made good without undue delay and at no expense to DND.

6. WHMIS

- 6.1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labeling and provision of material safety data sheets.
- 6.2 Deliver copies of WHMIS data sheets to the Technical Authority on delivery of materials;
- 6.3 Keep copies of Material Safety Data sheets for all hazardous materials on site and make available to anyone "working with" and/or "in proximity to" the hazardous material.

7. Foreseeable Safety Hazards

- 7.1 Ontario Occupational Health and Safety Act R.S.O.; (latest version) Part III articles 29 and 30 identifies legislated compliance requirements for DND (the owner or Project Owner) dealing directly and indirectly with person(s), other than employees, in the workplace. The Contractor must comply with all of its responsibilities under the Ontario Occupational Health and Safety Act.
- 7.2 Though it is not Canada's responsibility to enforce the Ontario Occupational Health and Safety Act, Canada intends to proactively exercise its obligation to due diligence for Health and Safety of its employees and Contractors. Prior to commencement of work, Canada will require the Contractor to provide a task and specific safety plan regardless of the service providers who are not required Provincially to complete an annual Health and Safety Program will be required to provide one as part of this requirement.
- 7.3 Canada's due diligence will be exercised by the TA by verifying that the Contractor:
- i. Has an established and current safety program in force for all employees provided for this requirement;
 - ii. Has complied with all applicable WSIB legislation;
 - iii. Has completed task/requirement specific safety plans and that all employees that will be on site have been briefed; and
 - iv. Is providing their own supervision for safety aspects of the work.

8. Communication

- 8.1 The Contractor must carry a cell phone at all times while operating at any remote sites;

9. Technical Requirement

- 9.1 Work on this requirement to include the provision of all supervision, labour, transportation, materials and equipment to pump and dispose of septage from portable latrines, septic/holding tanks and hand wash stations for 22 Wing North Bay on an as and when requested basis. This requirement is sub-divided into the following requirements;

Administration/General
Certificates of Approval / Compliance
Equipment Type, Delivery and Service

10. Administration General

- 10.1 The work on this requirement will be conducted predominately at 22 Wing North Bay. Work on this requirement may also include pumping and disposal from sites at Talon Lake and the SRD site. The distance to travel to the remote sites will not exceed 50 km combination paved/gravel roads. These sites will only be serviced between May-Oct inclusive.
- 10.2 There will be instances where DND requires the provision of rental and servicing of latrines and hand wash stations on an as and when requested basis.
- 10.3 This requirement is in direct support of Canadian Forces military training and operations. It is imperative that timely, professional and discreet service is provided.
- 10.4 All personnel must be prepared to show their government issued photo identification (Driver's license or other piece of identification deemed acceptable by the Technical Authority) while on DND property. Canada will not be responsible for costs incurred by the Contractor if personnel are refused entry to the Canadian Forces Base.
- 10.5 The Contractor must meet with the Technical Authority prior to commencing any work to conduct a site visit to acquaint the Contractor with any/all conditions that may affect future work.
- 10.6 The Contractor must arrange work in such a manner as to cause the least inconvenience to building occupants.
- 10.7 Work on this requirement is year round and must be carried out between the hours of 0730hrs and 1600hrs, Monday to Friday, unless authorized by the Technical Authority. This authorization will be confirmed in writing using a PWGSC 942 Call-up against Standing Offer issued by the Technical Authority.
- 10.8 The Contractor will be advised of personnel who are authorized to request services. Services undertaken at the request of unauthorized persons shall be done at the Contractor's risk with regard to payment for that service.
- 10.9 The Contractor must provide a two (2) hour call back time with a four (4) hour response time.
- 10.10 The Technical Authority reserves the right to conduct random audits of the Contractor's waste disposal system. This may include having DND personnel follow the Contractor's vehicles throughout all or part of the pumping and disposal process. The Contractor must provide the Technical Authority access to all elements of the process, including positioning of equipment, charging, collection and disposal, when requested and throughout the duration of this requirement.
- 10.11 Disposal sites must be identified to the Technical Authority at the onset of the requirement. The Contractor must only dispose of sewage in these provincially approved disposal sites.

11 Certificates of Approval / Compliance

11.1 The Contractor is responsible to obtain and maintain all local, provincial and federal Certificates of Approval necessary to carry out all aspects of this requirement.

11.2 Copies of Certificate of Approval, Provincially approved disposal sites and vehicle and equipment certification (license, safety inspection and insurance) must be provided to the Technical Authority at the onset of this requirement and upon renewal of applicable certification. There shall always be a copy of current active certificates provided for and remain on file with BCE Contracts 22 Wing North Bay.

12 Equipment Type, Delivery and Service

12.1 Equipment and service under this requirement includes the following;

12.2 Holding Tanks / Septic Systems

12.3 Rental Latrines

12.4 Rental Hand Wash Stations

12.2 HOLDING TANKS / SEPTIC SYSTEMS

12.2.1 The Contractor must provide all-inclusive service to pump holding tanks and septic systems at 22 Wing North Bay on an as and when requested basis.

12.2.2 A list and site map indicating locations of holding tanks and septic systems must be provided to the Contractor.

12.2.3 Equipment required to service holding tanks and septic systems is to be vehicle or trailer mounted with vacuum system capabilities. Equipment must be maintained in a clean and orderly state, and mechanically roadworthy at all times.

12.2.4 The Contractor must dispose of sewage from septic and holding tanks at an approved site in accordance with all the Province of Ontario's regulations. Confirmation of the approved site must be provided to the Technical Authority at the outset of the requirement, there will be no dumping at any locations other than provincially approved sites.

12.3 RENTAL LATRINES

12.3.1 The movement /relocation of rental latrines and ancillary equipment must be performed in a safe manner. Equipment must be properly fastened to prevent damage. At no time will equipment be transported with sewage in the holding chambers.

12.3.2 The Contractor must pick up the requisition form prior to attending to a service call during working hours and at no time will the Contractor enter or leave the Base without reporting to the Technical Authority.

12.3.3 The Contractor must transport and place rental latrines to the destination requested by the Technical Authority.

12.3.4 The Contractor must ensure that the rental latrines are not damaged in transit, and are

delivered ready for use. Latrines are to be clean inside and out, disinfected, with no visible refuse, dirt, dust, chemical or other unsanitary conditions. Latrines must be situated on level ground and in a safe and accessible manner. The waste tank must be charged with five (5) gallons of water in summer and anti-freeze additive in the winter, including an adequate odour control agent, and supplied with four (4) rolls of single ply 1000 sheet toilet tissue.

- 12.3.5 The Contractor must provide an all-inclusive rental latrine pumping service at the frequency requested by the Technical Authority. A call-up will be issued for additional service requested over and above the one included service per week. Rental latrines must be cleaned inside and out, disinfected, with no visible refuse, dirt, dust, chemical or other unsanitary conditions. All sewage must be removed from the waste tank and re-charged with five (5) gallons of water in summer and an anti-freeze additive in winter, including adequate odour control agent, and re-supplied with four (4) rolls of 1000 sheet toilet tissue.
- 12.3.6 All rental latrines must receive a final pumping prior to being removed, relocated or returned. The waste tank must not be recharged and consumables will not be replaced.
- 12.3.7 The Contractor must dispose of septage in provincially approved disposal sites only.
- 12.4 RENTAL LATRINES WITH HAND WASH STATIONS
- 12.4.1 Rental latrines with hand wash stations must comply with all requirements set out in Para 12.3.
- 12.4.2 Rental latrines with hand wash stations with complete service must include set-up, be cleaned and disinfected and reservoirs filled with water and hand soap. The Contractor must provide an all-inclusive service when requested by call-up to include complete cleaning, draining of the hand wash station, refill with clean water and refill hand soap.

ANNEX "B"

BASIS OF PAYMENT

Note to Offerors:

All text in italics in this Annex will be removed from the resulting Standing Offer.

Estimated Usages:

The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for one year and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual items ordered.

Blank Prices

Offerors are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

Applicable Taxes

HST must not be included in the unit prices (but will be added as a separate item to any invoice issued).

All prices are firm, all-inclusive, unit prices in Canadian dollars, FOB Destination, Canadian customs duties and excise taxes included, HST excluded. HST is not included in the unit prices but will be added as a separate item to any invoice issued.

Regular Hours: are between 07:30a.m. to 4:00p p.m. (0730-1600) Monday to Friday excluding Statutory Holidays.

Outside of Regular Hours: are Saturday, Sunday, Statutory Holidays and Monday to Friday outside regular working hours.

Pricing Periods:

Year 1 – 1 October 2017 – 30 September 2018

Year 2 – 1 October 2018 – 30 September 2019

Year 3 – 1 October 2019 – 30 September 2020

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W0135-707543/B
Client Ref. No. - N° de réf. du client
W0135-13707543

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-6-45030

Buyer ID - Id de l'acheteur
PET907
CCC No./N° CCC - FMS No./N° VME

Annex B - Basis of Payment

Item	Task	Unit of Issue	Estimated Usage	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
1	Pumping of septic and holding tanks during working hours, Monday - Friday 0730-1600 hrs to include all labour, equipment, transportation and supervision. * Main site (Hornell Heights) designation sites within a one (1) km radius					
1 a)	B100 - 700 Carmichael (Main Site) Max 1000 gal Septic Tank	FLAT RATE PER OCCURENCE	1			
1 b)	B134 - 120 Stanmore Site (Main Site) Max 2000 gal – Holding Tank	FLAT RATE PER OCCURENCE	30			
1 c)	B96 - 101c Stanmore Dr (Main Site) Max 1000 gal Holding Tank	FLAT RATE PER OCCURENCE	2			
1 d)	B57 - 1660 Airport Rd (Main Site) Max 1000 gal Septic Tank	FLAT RATE PER OCCURENCE	1			
1 e)	B58 - 131 Stanmore Dr (Main Site) Max 1000 gal Septic Tank	FLAT RATE PER OCCURENCE	1			
1 f)	B56 - 1700 Ski Club Rd (9 km from Main Site) Max 1000 gal – Holding Tank	FLAT RATE PER OCCURENCE	1			
1 g)	SRD - Mooz Mikan Rd (30 km from Main Site) Max 1000 gal – Septic Tank	FLAT RATE PER OCCURENCE	1			
1 h)	Wing cottages(near Camp Konawango - 30 kms from Main Site) Max 1000 gal – Septic Tank	FLAT RATE PER OCCURENCE	1			
2	All-inclusive cost for the disposal of sewage must include cost of labour, equipment, transportation and supervision at a provincially approved disposal site.	PER m³	10			

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3	All-inclusive cost for the disposal of greywater must include cost of labour, equipment, transportation and supervision at a provincially approved disposal site.	PER m³	150			
4	Emergency pumping of septic and holding tanks for sewage back-up(operator and truck up to 2000 gal) during working hours Mon-Fri 7:30-16:00 first hour to include all labour, equipment, transportation, supervision and one hour on-site productive labour to be charged only once per call.	1st HOUR on Site	1			
5	Emergency pumping of septic and holding tanks for sewage back-up(operator and truck up to 2000 gal) after working hours including Saturdays first hour to include all labour, equipment, transportation, supervision and one hour on-site productive labour to be charged only once per call.	1st HOUR on Site	1			
6	Emergency pumping of septic and holding tanks for sewage back-up(operator and truck up to 2000 gal) Sundays & Statutory Holidays first hour to include all labour, equipment, transportation, supervision and one hour on-site productive labour to be charged only once per call.	1st HOUR on Site	1			
7	Emergency additional on-site productive labour during working hours Monday-Friday 07:30-16:00hrs	PER HOUR	1			
8	Emergency additional on-site productive labour after working hours including Saturdays	PER HOUR	1			
9	Emergency additional on-site productive labour Sunday & Statutory Holidays	PER HOUR	1			

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10	All-inclusive cost for the rental of a basic latrine per unit, per week to include cost of labour, equipment, transportation, supervision and set-up and one (1) service as per Annex A Para 12.3.5.					
10 a)	0-10 km radius from Main site	PER UNIT	8			
10 b)	11-30km radius from Main site	PER UNIT	2			
10 c)	31 -100km radius from Main site	PER UNIT	1			
11	All-inclusive cost for the rental of a deluxe latrine (hand sanitizer, sink, soap & hand towels) per unit, per week to include cost of labour, equipment, transportation, supervision and set-up and one (1) service as per Annex A Para 12.3.5.					
11 a)	0-10 km radius from Main site	PER UNIT	6			
11 b)	11 - 30 km radius from Main site	PER UNIT	4			
11 c)	31 - 100km radius from Main site	PER UNIT	1			
12	All-inclusive cost for the rental of a wheelchair accessible latrine (hand sanitizer, sink, soap & hand towels) per unit, per week to include cost of labour, equipment, transportation, supervision and set-up and one (1) service as per Annex A Para 12.3.5.					
12 a)	0-10 km radius from Main site	PER UNIT	2			
12 b)	11 - 30km radius from Main site	PER UNIT	1			
12 c)	31 -100km radius from Main site	PER UNIT	1			

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13	Additional Service - per latrine, to clean, replenish, empty and / or move locations as directed by the Technical Authority to include cost of labour, equipment, transportation and supervision.	PER OCCURRENCE	20			
14	All-inclusive cost for the rental of a stand-alone hand wash station, per unit, per week to include cost of labour, equipment, transportation, supervision and set-up and one (1) service as per Annex A Para 12.4.2.					
14 a)	0-10 km radius from Main site	PER UNIT	3			
14 b)	11 - 30 km radius from Main site	PER UNIT	2			
14 c)	31 -100km radius from Main site	PER UNIT	1			
15	Additional Service - per hand wash station, to clean, replenish, empty and / or move locations as directed by the Technical Authority to include cost of labour, equipment, transportation and supervision.	PER OCCURRENCE	20			

ANNEX "C"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

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

2. The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- 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 Insured: 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.

2. Environmental Impairment Liability Insurance

The Contractor must obtain a Contractors Pollution Liability and Storage Tank Third Party 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 \$1,000,000 per accident or occurrence and in the annual aggregate.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractor must obtain a Contractors Pollution Liability and a Storage Tank Third Party Liability insurance policy which must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Separation of Insured's: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

-
- f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
- g. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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Quebec Regional Office (Ottawa),
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For other provinces and territories, send to:

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

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

ANNEX "D"

PERIODIC USAGE REPORT FORM

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Return to:

Public Works and Government Services Canada	(613) 687-6656	cynthia.lamorie@pwgsc-tpsgc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>E - Mail</i>

At: Public Works and Government Services Canada
Acquisitions Branch Ontario Region
101 Menin Rd. Garrison Petawawa
Building S-111, Rm C-114
Petawawa, Ontario
K8H 2X3

REPORT ON THE VOLUME OF BUSINESS

SUPPLIER:

REPORT FOR THE PERIOD ENDING:

Description of Work	Call up #	Total Billing

Or **NIL REPORT:** We have not done any business with the federal government for this period

PREPARED BY:

NAME:

SIGNATURE:

TELEPHONE NO.:

ANNEX “E” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () 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)