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RETOURNER LES SOUMISSIONS À:

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

Pacific Region

401 - 1230 Government Street

Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

**Request For a Standing Offer
Demande d'offre à commandes**

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

| | |
|--|--|
| Title - Sujet RISO CFB Comox Sanitary Services | |
| Solicitation No. - N° de l'invitation W6841-174080/A | Date 2017-11-22 |
| Client Reference No. - N° de référence du client W6841-174080 | GETS Ref. No. - N° de réf. de SEAG PW-\$VIC-246-7373 |
| File No. - N° de dossier VIC-7-40006 (246) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-12-08 | |
| Time Zone Fuseau horaire Pacific Standard Time PST | |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Kobenter, Hélène | Buyer Id - Id de l'acheteur vic246 |
| Telephone No. - N° de téléphone (250)508-7491 () | FAX No. - N° de FAX (250)363-3344 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE WING CONSTRUCTION & ENGINEERING ATTN: CONTRACTS 19 WING, CFB COMOX PO BOX 1000, STN MAIN LAZO British Columbia V0R2K0 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 |

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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Solicitation No - N° de l'invitation
W6841-174080/A
Client Ref. No. - N° de réf. du client
W6841-174080

Amd. No. - N° de la modif
File No. - N° du dossier
Vic-7-40006

Buyer ID - Id de l'acheteur
vic246
N° CCC / CCC No./ N° VME - FMS

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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 and Additional Information: includes the certifications and additional information 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, the Standing Offer reporting format, the Security Requirement Checklist, and the Electronic Payment Instruments.

1.2 Summary

1.2.1 The requirement comprises the provision of portable toilets, labour, transportation, equipment, materials and supervision required to periodically clean and dispose of effluents from portable toilets, grease traps, septic tanks, holding tanks, and lift stations. The removal and disposal of contents from grey water interceptors. The removal and disposal of sludge from storm sewers, valve boxes, catch basins, and floor drains etc., at Canadian Forces Base Comox, Lazo, BC and satellite properties within the North Vancouver Island area, as and when required for the period of three years.

1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.2.3 This requirement is subject to a preference for Canadian goods and/or services

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (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 – Competitive – Offer

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical offer (1 hard copy)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard copy)

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

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

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

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.

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 "F" 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 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.
- (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 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation Criteria

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work detailed in Annex A.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Evaluation Criteria

See Annex B – Basis of Payment

4.1.2.2 Evaluation of Price - Offer

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Offer

4.2 Basis of Selection – Multiple Items

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an *aggregate basis* will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS 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.

5.2 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) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) 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.

5.3 Additional Certifications Precedent to Issuance of a standing Offer

5.3.1 Canadian Content Certification

This procurement is limited to Canadian goods and Canadian services.

The Offeror certifies that:

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

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.

5.3.1.1 SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.

3. For additional information on security requirements, offerors should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

6.3 Insurance Requirements – Proof of Availability – Prior to issuance of a Standing Offer

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "C".

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex E;
 - b. Industrial Security Manual (Latest Edition).

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 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

7.3.2.1 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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 in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority in accordance with the reporting format provided.

1. Total number of call-ups for the reporting period (Quarterly);
2. Total dollar value of call-ups for the reporting period;
3. Brief description of the services provided for each call -up

The quarterly reporting periods are defined as follows: *(inserted at time of Standing offer issuance)*

- first quarter: _____ to _____
- second quarter: _____ to _____
- third quarter: _____ to _____
- fourth quarter: _____ to _____

The data must be submitted to the Standing Offer Authority no later than thirty (30) 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 from _____ to _____ *(inserted at time of Standing offer issuance)*

7.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Hélène Kobenter
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 401- 1230 Government Street
Victoria, British Columbia

Telephone: 250- 508-7491
E-mail address: Helene.Kobenter@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(Information inserted at time of Standing offer issuance)*

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: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: _____ (*information inserted at time of Standing Offer issuance*).

7.8 Call-up Procedures

Call-ups may be made against this Standing Offer for acquisitions to be delivered beyond the period for making call-ups against the Standing Offer provided an authorized call-up instrument as detailed in section 7.9 is submitted to the Offeror during the period for making call-ups against the Standing Offer as specified in section 7.4.1.

7.9 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. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
3. 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.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

Any call-up to be issued in excess of CDN \$25,000.00 (Applicable Taxes included) must be approved by the PSPC Standing Offer Authority.

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*amount inserted at time of Standing offer issuance*) (*Applicable Taxes excluded*) (inserted at time of Standing Offer issuance) 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 thirty (30) days 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.

7.12 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 (2017-06-21) General Conditions - Standing Offers - Goods or Services;
- e) the general conditions 2010C (2016-04-04);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements;
- i) Annex D, Standing Offer reporting format
- j) Annex E, the Security Requirement Check List
- l) the Offeror's offer dated _____.

7.13 Certifications and Additional Information

7.13.1 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.

7.13.3 SACC Manual Clauses

M3060C (2008-05-12) Canadian Content Certification

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.15 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations
M3800C (2006-08-15) Estimates

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2016-04-04) – General conditions – Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 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.

7.5 Payment

7.5.1 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 prices as specified in Annex "B". 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.

7.5.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17), Limitation of Price

7.5.3 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)

7.5.4 Method of Payment

H1001C (2008-05-12) Multiple Payments

7.5.5 SACC Manual Clauses

C0100C (2010-01-11) Discretionary Audit – Commercial Goods and/or Services

7.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the Project Authority for the Standing Offer identified in the call-up against the Standing Offer

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7.7 Insurance - Specific Requirements

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

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.

ANNEX "A"
STATEMENT OF WORK

1. SCOPE OF WORK

a. The work under this agreement comprises the provision of portable toilets, labour, transportation, equipment, materials and supervision required to periodically clean and dispose of effluents from portable toilets, grease traps, septic tanks, holding tanks, and lift stations. The removal and disposal of contents from grey water interceptors. The removal and disposal of sludge from storm sewers, valve boxes, catch basins, and floor drains etc., at Canadian Forces Base Comox, Lazo, BC and satellite properties within the North Vancouver Island area, as and when required for the period of three years.

b. Disposal and cleaning of tanks, basins, and units are as follows:

- 1) Grease trap sludge, Septic and Grey water, must be normally disposed of, off the base at the Regional District Sewer Plant. See Foot note *.
- 2) The cleaning and removal of contents of storm sewers, catch basins, and floor drains will be performed as directed by the Engineer.
- 3) Portable toilets will be provided and serviced "as and when required" Servicing means pumped out once a week and each unit will have 2 rolls of toilet paper, disinfected and deodorizer employed.

Note Effluent must be dumped at the Central Regional District Sewer Plant. Dumping tariffs cannot be paid without receipt of voucher. Provision for dumping on base will be available for emergency and abnormal circumstance. The Emergency will be determined by the Engineer at time, as well as the location to dump on Base.

2. LOCATIONS: include but are not limited to the following:

a. Grease traps: These are located at, the Officers Mess, bldg. #3, front; the QRA. bldg. #102, between hangers; the Combined Mess, bldg.#105, south west end; the Ice Arena bldg. #125, inside; the Social Centre bldg.#141, outside, left side, main entrance door; and two inside the 'Galley' bldg. #Q70.

b. Septic tanks: Are located at; Spit Fire Hanger #268; the ASR bldg. #173; the IFRCC, bldg. #174; Seal bay bldg#110; the Arming Pad bldg.#99; the Explosive & Storage area, bldg.#259; the POL Warehouse bldg.#166; the Armament area bldg.#118; and Tee-Pee Park Campsite which has; the old wash house bldg.#180; the concession bldg.#131; and the 'sani' dump.

c. Grey water interceptors: Are located at; the GSE. bldg. #126, which has two; the MSE. bldg. #101, and bldg. #100; the Auto Hobby Shop bldg. #129; the Mechanical shop bldg.#31; the heavy equipment parking lot in front of bldg. 241; the Central Heating Plant bldg.#224; and two in No7 Hanger Basement. These grey water interceptors will not be pumped unless all hazardous waste has been removed to the satisfaction of existing codes and practices. If there are reasons for concern contact the Engineer.

d. Lift Stations: Are located at; the QRA. bldg 102; the IFRCC. bldg. #174; the Social Centre bldg.#141; No.1 Supply bldg. #171; H M S C Quadra opposite corner to bldg. #Q70; and Tee Pee Park bldg. 205.

e. Storm sewers: valve boxes, catch basins, and floor drains etc., are as located.

4. Definition - "The Engineer"

The Engineer is the Wing Construction Engineering Officer, or representative.

5. CONTRACTOR'S RESPONSIBILITIES

a. Authorization of Work: Work will be requested using a "Call-up Against a Standing Offer each time services are required. NO WORK will be performed without being in possession of this work request form, CF-942.

The Contractor will not commence work without first notifying, and obtaining the approval of, the Engineer. The Contractor must allow sufficient time for inspection and approval before the completion date. All sub-trades must be approved by the Engineer before commencement of work.

b. Material: The Contractor will provide only material that conforms to this SOW which is free from contamination, weathering or any other damage. All work will conform to the specifications provided in this Statement of Work (SOW) and to direction given by the 19 Wing Engineer. The Contractor will make all material readily available, in a timely manner, to the QA Rep for inspection and approval, if so requested, prior to installation. Any damaged material will be removed and replaced by the Contractor immediately.

c. Environmental: The site is currently in an acceptable environmental state. Any Hazardous Material (HAZMAT) spills caused by the Contractor, including any person/organization under the Contractor's authority, must be immediately stopped and cleaned by the Contractor or an appropriate authority as soon as it is safe to do so. Any contaminated materials, including contaminated soil, must be removed from the site and properly disposed of at an officially approved site. The site will be returned to its previous state. All costs related to the HAZMAT cleanup will be the sole responsibility of the Contractor.

d. Personnel: The Contractor will be responsible for all employees including any sub-contracted employees. Subcontracted employees or businesses must meet the security requirements detailed in section 5.e.(1) before commencing work. Contractor personnel will comply with the DND Security Policy at all times.

(1) The Contractor must, at all times during the performance of the agreement, hold a valid Designated Organization Screening (DOS) issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).

The Contractor requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CIISD/PWGSC.

Subcontractors which contain security requirements are not to be awarded without the prior written permission of CIISD/PWGSC.

e. Safety: The Contractor will ensure that all employees are in possession of and wear the proper Personal Protective Equipment (PPE) required for the task, including but not limited to: safety boots, hard hats, safety glasses, work gloves, and harnesses, as required. All Provincial and Federal safety regulations must be adhered to as per SO documents. The Contractor will ensure that work sites are cordoned off with barrier tape to prevent accidental injury or other related incidents.

f. Site Cleanup: The Contractor will be responsible to clean up the work site and ensure it is left in a safe condition at the end of each working day. The Contractor will be responsible for the final cleanup. The site will be inspected by the QA Rep responsible for the site to ensure compliance. "The Contractor must dispose of any hazardous waste removed or uncovered in the performance of the Work in accordance with the requirements of the Contract and any applicable law".

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- g. Permits: The Contractor is responsible all necessary permits.
- h. Quality Control (QC) and Quality Assurance (QA): The Contractor will provide supervision and QC for each task of the project to ensure the workmanship and product reflect this SOW. The completed work is subject to inspection and acceptance by the Wing Construction Engineering Officer or his delegated representative. A DND QA Rep will review the Contractor's QC process in order to provide direction should the specified standards not be met. Also, the DND QA Rep may periodically perform QA checks as deemed necessary.
- i. Documents: The Contractor shall be in accordance with the Central Regional District. The contractor will notify Procurement Department, Construction Engineering Section, Canadian Forces Base Comox, Lazo, B.C. office of any changes before work is performed. The Contractor will produce a copy of a written permit from the local municipalities indicating authorized dumping areas, endorsed by the Upper Island Health Unit. Contractor will provide proof of Work Safe certification of good standing and proof of suitable arrangements to properly dispose of materials

ANNEX "B"
BASIS OF PAYMENT

Important Instructions for Offerors / Financial Evaluation:

Offerors must complete and submit the financial evaluation Table B. 1 provided below with their offer.

Rates offered must be in Canadian dollars, Applicable Taxes excluded, FOB destination, shipping charges, Canadian customs duties and excise taxes included.

Offerors must submit firm all-inclusive prices (Applicable Taxes excluded) for all services listed in table B.1, and for each period of the standing offer (Year 1, Year 2, and Year 3). If all or part of the rate cells have been left blank for a service (e.g. Offeror did not submit a rate for each period of the Standing Offer), the service will be deemed NOT available from the Offeror. An offer addressing only part of the requirement will not be considered.

Estimated usage is for financial evaluation purposes only and does not represent a commitment by Canada. It is only an estimation of the potential quantities of all call-ups which may be placed by the Identified Users against the Standing Offer;

Rental rates offered for Portable Toilets must include:

- All labour, materials, supervision and travel costs for the supply, delivery, on-site installation, and delivery and maintenance of all rental units;
- Removal of units at the end of the rental period;
- Rental rates must include the initial servicing and supplies which includes 2 ply toilet paper, deodorant and hand sanitizers;
- Weekly and monthly rental rates include one scheduled cleaning per week, replenishing of supplies, including disposal of all effluent as required;
- Rental rates for rental units with hand wash stations must include supplies, such as soap;
- Rental periods are defined as follows: Rental Week = Seven (7) Days; Rental Month = Thirty (30) Days. Rental charges for any partial rental periods will be prorated at the most favorable combination of rates to Canada, i.e., a unit rented for a period of 33 days will be calculated at either four (4) weeks plus five (5) days prorated at weekly rate; or monthly rate plus three (3) days prorated at weekly rate; or any other combination or rates; whichever is lower.
- The terms and conditions of this Standing Offer will apply to any call-up and resulting contract, even if at the time of reservation or delivery of the rental unit, the Offeror gives the identified user a rate that is lower than the rates that are part of the Standing Offer.

Remark: Disposal charges for pump outs of Tanks, Lift Stations, Storm Sewers, Catch Basins, Interceptors, Valve Boxes, and Floor Drains (items 4 to 17 of Table B.1) which will be reimbursed to the Contractor at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

No further charges will be allowed.

B.1 FINANCIAL EVALUATION TABLE

Emergency Call-out: within 6 hours from receipt of service call request (24 hours a day / 7 days a week; including statutory holidays)
Regular Call-out: within 24 hours from receipt of service call request with normal business hours (Monday – Friday 7:00 am – 3:30 pm; excluding statutory holidays)

| Item # | Description | Estimated Yearly Usage | | Firm All-inclusive Rates | | | Firm All-inclusive Rates | Evaluated Extended total |
|---|--|------------------------|---------------|--------------------------|--------|--------|--------------------------|--------------------------|
| | | Qty A | Unit of Issue | Year 1 | Year 2 | Year 3 | | |
| 1 Rental Portable Toilets - Regular Units | | | | | | | | |
| 1a | Daily rate (includes initial service and supplies) | 3 | day(s) | \$ | /day | \$ | /day | \$ |
| 1b | Weekly rate (includes weekly service and supplies) | 1 | week(s) | \$ | /week | \$ | /week | \$ |
| 1c | Monthly rate (includes weekly service and supplies) | 1 | month(s) | \$ | /month | \$ | /month | \$ |
| 1d | Additional as and when requested servicing/cleaning (above weekly service included in the weekly and monthly rates offered) | 5 | Unit(s) | \$ | /unit | \$ | /unit | \$ |
| 2 Rental Portable Toilets - Wheelchair Units | | | | | | | | |
| 2a | Daily rate (includes initial service and supplies) | 3 | day(s) | \$ | /day | \$ | /day | \$ |
| 2b | Weekly rate (includes weekly service and supplies) | 1 | week(s) | \$ | /week | \$ | /week | \$ |
| 2c | Monthly rate (includes weekly service and supplies) | 1 | month(s) | \$ | /month | \$ | /month | \$ |
| 2d | Additional as and when requested servicing/cleaning (above weekly service included in the weekly and monthly rates offered) | 5 | Unit(s) | \$ | /unit | \$ | /unit | \$ |
| 3 Rental Portable Toilets – with washstand | | | | | | | | |
| | | | | | | | = (A)*(sum B:D) | |

B.1 FINANCIAL EVALUATION TABLE

Emergency Call-out: within 6 hours from receipt of service call request (24 hours a day / 7 days a week; including statutory holidays)
Regular Call-out: within 24 hours from receipt of service call request with normal business hours (Monday – Friday 7:00 am – 3:30 pm; excluding statutory holidays)

| Item # | Description | Estimated Yearly Usage | | Firm All-inclusive Rates | | | Firm All-inclusive Rates | Evaluated Extended total |
|--------|---|------------------------|---------------|--------------------------|-----------|-----------|--------------------------|--------------------------|
| | | Qty A | Unit of Issue | Year 1 | Year 2 | Year 3 | | |
| | | | | B | C | D | | = (A)*(sum B:D) |
| 3a | Daily rate (includes initial service and supplies) | 3 | day(s) | \$ /day | \$ /day | \$ /day | | \$ |
| 3b | Weekly rate (includes weekly service and supplies) | 1 | week(s) | \$ /week | \$ /week | \$ /week | | \$ |
| 3c | Monthly rate (includes weekly service and supplies) | 1 | month(s) | \$ /month | \$ /month | \$ /month | | \$ |
| 3d | Additional as and when requested servicing/cleaning (above weekly service included in the weekly and monthly rates offered) | 5 | Unit(s) | \$ /unit | \$ /unit | \$ /unit | | \$ |
| | Other Services | | | | | | | |
| 4 | 1000 liter holding tank | 1 | Tank(s) | \$ /tank | \$ /tank | \$ /tank | | \$ |
| 5 | Pump Out of Lift Stations | 1 | Station(s) | \$ /hour | \$ /hour | \$ /hour | | \$ |
| 6 | Emergency Call-Out | 10 | Hour(s) | \$ /hour | \$ /hour | \$ /hour | | \$ |
| 7 | Cleaning and pump out of Unit, non- scheduled | 5 | Unit(s) | \$ /unit | \$ /unit | \$ /unit | | \$ |
| 8 | B105 Skim (regular call-out) | 10 | Hour(s) | \$ /hour | \$ /hour | \$ /hour | | \$ |
| 9 | B105 Skim (emergency call-out) | 10 | Hour(s) | \$ /hour | \$ /hour | \$ /hour | | \$ |
| 10 | B141 Skim (regular call-out) | 30 | Hour(s) | \$ /hour | \$ /hour | \$ /hour | | \$ |
| 11 | B141 Skim (emergency call-out) | 30 | Hour(s) | \$ /hour | \$ /hour | \$ /hour | | \$ |
| 12 | B105 Pump (regular call-out) | 10 | Hour(s) | \$ /hour | \$ /hour | \$ /hour | | \$ |

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B.1 FINANCIAL EVALUATION TABLE

Emergency Call-out: within 6 hours from receipt of service call request (24 hours a day / 7 days a week; including statutory holidays)
Regular Call-out: within 24 hours from receipt of service call request with normal business hours (Monday – Friday 7:00 am – 3:30 pm; excluding statutory holidays)

| Item # | Description | Estimated Yearly Usage | | Firm All-inclusive Rates | | | Firm All-inclusive Rates | Evaluated Extended total |
|--|--|------------------------|---------------|--------------------------|--------------------|--------------------|--------------------------|--------------------------|
| | | Qty A | Unit of Issue | Year 1 | Year 2 | Year 3 | | |
| | | | | CAD\$ GST extra | CAD\$ GST extra | CAD\$ GST extra | D | = (A)*(sum B:D) |
| 13 | B105 Pump (emergency call-out) | 10 | Hour(s) | \$ /hour | \$ /hour | \$ /hour | \$ /hour | \$ |
| 14 | B141 Pump out of holding tank (regular call-out) | 30 | Hour(s) | \$ /hour | \$ /hour | \$ /hour | \$ /hour | \$ |
| 15 | B141 Pump out of holding tank (emergency call-out) | 30 | Hour(s) | \$ /hour | \$ /hour | \$ /hour | \$ /hour | \$ |
| 16 | B268 Pump out of holding tank (regular call-out) | 45 | Day(s) | \$ /day | \$ /day | \$ /day | \$ /day | \$ |
| 17 | B268 Pump out of holding tank (emergency call-out) | 45 | Day(s) | \$ /day | \$ /day | \$ /day | \$ /day | \$ |
| Total Evaluated aggregate price before Applicable Taxes | | | | | | | | \$ |

ANNEX "C" INSURANCE

C.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$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 Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional

Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

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

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

C.2 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.

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ANNEX "D"
STANDING OFFER USAGE REPORTING FORMAT

TO: Hélène Kobenter
Standing Offer Authority
Public Services and Procurement Canada
401 - 1230 Government Street
Victoria, BC V8W 3X4
Canada

Telephone: 250-508-7491
Fax: n/a
Email: helene.kobenter@pwgsc-tpsgc.gc.ca

FROM: _____

Telephone: ____ - ____ - ____
Fax: ____ - ____ - ____
Email: _____

Date: _____

| STANDING OFFER No. _____ | | | |
|---|------|-----------------------------------|--|
| REPORTING PERIOD: From _____ to _____ (Year ____ Quarter ____) | | | |
| Categories | | | Total Amount Invoiced for the Reporting Period (Before Applicable Taxes) |
| Call up # | Date | Description of Services provided* | |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | |
| | | | |
| | | | \$ |
| | | | \$ |
| | | | \$ |
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| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | |
| | | | |
| | | | \$ |
| | | | |
| | | | |
| (A) Total Dollar Value Call-ups for this reporting period: | | | \$ |

Solicitation No. - N° de l'invitation
W6841-174080/A
Client Ref. No. - N° de réf. du client
W6841-174080

Amd. No. - N° de la modif.
File No. - N° du dossier
Vic-7-40006

Buyer ID - Id de l'acheteur
vic246
CCC No./N° CCC - FMS No./N° VME

| | |
|---|---|
| STANDING OFFER No. _____ | |
| REPORTING PERIOD: From _____ to _____ (Year ____ Quarter ____) | |
| Categories | Total Amount Invoiced for the Reporting Period (Before Applicable Taxes) |
| + (B) Total from previous reporting periods: | \$ |
| = Total Expended to date (must not exceed the financial limitation specified in section 7.9 of Part B) | \$ |
| Total call-ups processed for this reporting period | |

***Please include copy of call-ups and related invoices with your report.
Refer to section 7.3.2 for detail of minimum reporting requirements**

Name and title of person authorized to sign on behalf of Offeror/Contractor (type or print)

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Vic-7-40006

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ANNEX "E"
SECURITY REQUIREMENT CHECK LIST (SRCL)

(attached)

Solicitation No. - N° de l'invitation
W6841-174080/A
Client Ref. No. - N° de réf. du client
W6841-174080

Amd. No. - N° de la modif.
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vic246
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ANNEX "F" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices

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)