



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

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

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

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Portable Toilet Rentals	
<b>Solicitation No. - N° de l'invitation</b> W168A-18KM28/A	<b>Date</b> 2018-09-11
<b>Client Reference No. - N° de référence du client</b> W168A-18KM28	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-206-11452
<b>File No. - N° de dossier</b> EDM-8-41081 (206)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-10-23</b>	
<b>Time Zone</b> Fuseau horaire Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Brent Peters	<b>Buyer Id - Id de l'acheteur</b> edm206
<b>Telephone No. - N° de téléphone</b> (780)235-8279 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE SUPPLY SECTION BLDG 593 DENWOOD Alberta TOB1B0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**REGIONAL INDIVIDUAL STANDING OFFER (RISO) FOR PORTABLE TOILET RENTALS  
AT DND – GARRISON WAINWRIGHT, DENWOOD, ALBERTA**

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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 and Insurance Requirements; 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 & Compliance Matrix, Basis of Payment, Security Requirements Check List, Insurance Requirements, Standing Offer Usage Report, and Electronic Payment Instruments.

### **1.2 Summary**

**1.2.1** The Department of National Defence (DND), Garrison Wainwright, Denwood, Alberta has a requirement for the establishment of a Standing Offer for the rental and servicing of Portable Toilets, Human Waste Barrels and Hand Wash Stations on an "as and when required" basis, as outlined in Annex A.

The Standing Offer is requested for a period of two (2) years from the date of offer issuance with the possibility of two (2) additional one-year option periods to be exercised at Canada's discretion.

**1.2.2** The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

**1.2.3** This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **1.3 Security Requirements**

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security 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 (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

#### **2.1.1 SACC Manual Clauses**

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

### **2.2 Submission of Offers**

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Western Region Bid Receiving Unit (Edmonton)  
5th Floor, ATB Place North Tower, 10025 Jasper Avenue  
Edmonton, AB T5J 1S6

epost Connect: [ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)  
Offers will be not be accepted if emailed directly to this email address. This email is to be used only to initiate an epost Connect conversation, as detailed in the Standard Instructions.

Bid Fax: 780-497-3510

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

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

#### **2.5 Applicable Laws**

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

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

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### 3.1. Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its 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)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 the RFSO.

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 F 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 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 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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Failure to meet any of the following mandatory criteria at solicitation closing will render your submission non-compliant and it will be given no further consideration.

- a) Compliance with the terms and conditions contained in this document.
- b) Provision of pricing as requested.
- c) Ability to perform the full scope of the work, as described in Annex A.

#### **4.1.2 Financial Evaluation**

The Evaluated Price will be calculated in the following method:

- a) Basis of Payment will be evaluated by multiplying the unit price offered for each year by the estimated usage and aggregating these totals.
- b) The aggregated total of each line item of each category be added together to determine a Total Evaluated Offer Price.

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

#### **4.2 Basis of Selection**

An offer must comply with all of the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated offer price will be recommended for issuance of a standing offer.

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. 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 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 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.

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## 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.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## PART 6 – SECURITY AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

1. Before access to a sensitive work site is granted, the following conditions must be met:
  - (a) the Offeror must provide the name of all individuals who will require access to sensitive work sites;
  - (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.
2. 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 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 D.

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 & Compliance Matrix at Annex A.

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## 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 personnel requiring access to *sensitive work site(s)* must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CISD/PWGSC.
2. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD/PWGSC, the Contractor personnel **MAY NOT ENTER** sites *without an escort*.
3. Subcontracts, which contain security requirements, are NOT to be awarded without the prior written permission of the 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 C;
  - 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* 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

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 E. 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.

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

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of offer issuance to \_\_\_\_\_.  
(to be completed upon offer award)

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2 one-year periods, from \_\_\_\_\_ to \_\_\_\_\_ (dates to be inserted at standing offer issuance) under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.4.3 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:

Brent Peters  
Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Western Region  
ATB Place, North Tower  
5<sup>th</sup> Floor – 10025 Jasper Avenue  
Edmonton, AB T5J 1S6  
Telephone: 780-235-8279  
Facsimile: 780-497-3510  
E-mail address: [Brent.Peters@pwgsc-tpsgc.gc.ca](mailto:Brent.Peters@pwgsc-tpsgc.gc.ca)

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

### **7.5.2 Project Authority** (will be inserted at contract award)

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

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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.

**7.5.3 Offeror's Representative (should be completed by Offeror at time of offer)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

Procurement Business Number (PBN): \_\_\_\_\_

**7.6 Proactive Disclosure of Contract 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: The Department of National Defence (DND), 3 CDSG Tech Svcs Log Sp LPO, located at Garrison Wainwright, Denwood, AB.

**7.8 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. 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)

or

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.

### 7.9 Limitation of Call-ups

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

### 7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ \_\_\_\_\_ (Applicable Taxes excluded) (*to be determined at offer award*) 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 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2018-06-21), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List
- h) Annex D, Insurance Requirements;
- i) Offeror's offer dated \_\_\_\_\_ (insert date of offer), as clarified on \_\_\_\_\_ (if applicable) or as amended on \_\_\_\_\_ (if applicable).

### 7.12 Certifications and Additional Information

#### 7.12.1 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

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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 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 \_\_\_\_\_. (*to be completed prior to offer award*)

### **7.14 Price Lists**

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list and updates to each Identified User requesting a copy. The Offeror must further send one (1) copy to the Standing Offer Authority at the address stated in the Standing 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.

### **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 (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2018-06-21) General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards. (*if applicable*)

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The Work is to 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 – Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure as indicated in the call-up document. Customs duties are included and Goods and Services Tax is extra, if applicable.

### 7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed the amount indicated in the call-up document. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,  
whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.5.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
H1000C (2008-05-12), Single Payment  
H1008C (2008-05-12), Monthly Payment  
C0710C (2007-11-30), Time and Contract Price Verification  
C2000C (2007-11-30), Taxes - Foreign-based Contractor  
M3800C (2006-08-15), Estimates

### 7.5.4 Electronic Payment of Invoices – Call-up (if applicable)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only).

### 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. 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;
- d. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

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

### **7.7 Insurance Requirements**

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

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

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

### **7.8 SACC Manual Clauses**

[A9062C](#) (2011-05-16), Canadian Forces Site Regulations  
[A9039C](#) (2008-05-12), Salvage  
[A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)  
[A0285C](#) (2007-05-25), Workers Compensation

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## ANNEX A STATEMENT OF WORK & COMPLIANCE MATRIX

### STATEMENT OF WORK

#### 1. Requirement

- 1.1. The Department of National Defence (DND) has a requirement for the establishment of a Standing Offer for the rental and servicing of Portable Toilets, Human Waste Barrels and Hand Wash Stations on an "as and when required" basis.
- 1.2. During Major Exercises and/or Domestic Operations, the Offeror must be able to fulfill both small and large requirements ranging anywhere from one (1) unit to an estimated five hundred (500) units. Rental periods for portable toilets and Hand Wash Stations and Human Waste Barrels, may range anywhere from one (1) day to several months in duration. During any given rental period, the Offeror may be required to relocate units to a different grid locations.
- 1.3. The average lead time for Call-ups is one (1) week.
- 1.4. The Offeror will be responsible for ensuring any/all relevant certifications, permits, and inspections are up to date.
- 1.5. The Department of National Defense abides by the Alberta Health and Safety Regulations whereby there be one portable toilet per 20 persons present.
- 1.6. It should be noted that due to ongoing training in the Base training area, it may be necessary for the Offeror to wait for up to 30 minutes prior to entering the required zone. In these such instances, the Offeror shall not be held accountable for delays in delivery, pick up or maintenance of the Offeror's units.
- 1.7. Some portable toilet/hand wash station units can only be accessed by crossing an air strip. The Offeror will be informed if there are any special procedures in place prior to entry into the training area.

#### 2. Offeror Responsibilities

- 2.1. The Offeror will be responsible for maintenance of all vehicles and Contractor equipment.
- 2.2. The Offeror will be responsible for the cleaning and servicing of units as indicated within the Standing Offer. All cleaning products must be environmentally friendly products.
- 2.3. The Offeror will be responsible for supply of another unit of the same size and type to replace a specific unit when one is taken out for service for repairs. A minimum of downtime to change out the unit at no cost to DND.
- 2.4. The Offeror will be responsible for the supply of all paper, chemical disinfectants, hand sanitizers, cleaning products and supplies, antifreeze and deodorants required for summer and winter use. These products must be environmentally friendly consumable products.
- 2.5. The Offeror will be responsible for delivery and removal of units at a time specified by DND as stated on the call-up
- 2.6. The Offeror will fix the units to the ground, so damage by means of wind will be reduced. DND recommends the use of stakes driven into the ground. DND is not responsible for damage to units that is caused by weather.
- 2.7. The Offeror will be responsible for providing a copy of letter(s) from the approved sewage waste disposal facility stating approval for the contractor to use the facility
- 2.8. The Offeror shall be responsible for the supply of fresh water for cleaning of units. The Offeror is responsible for any related costs or fees for obtaining fresh water.
- 2.9. The Offeror must adhere to amendments to original requests of call up.
- 2.10. The Offeror will be held financially responsible for any units which are not removed at the end of the requirement date. All units remaining on DND property after the end date of the call-up
- 2.11. The contractor must submit invoices within thirty (30) days of the final day of the rental period. Each invoice must indicate whether it covers partial or final rental period. Applicable taxes must be

- specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities.
- 2.12. The contractor must submit invoices for repair or replacement costs for damage or loss caused by DND within 15 days of the final day of the rental period.
  - 2.13. The contractor is responsible for, and must remain compliant of all Provincial Department of Highways and Transportation standards, laws and policies to ensure the safe transportation of all goods to and from Contractor point of origin
  - 2.14. Invoices for repairs or replacements must be received within 30 days from the last day of rental indicated in the corresponding call up.

### **3. Repairs as a Result of DND Misuse or Negligence**

- 3.1 Repairs to the rented portable toilets, hand wash station under this Standing Offer may be required. These services covers only repairs for equipment damaged or lost by DND during the rental period as a direct result of negligence or misuse by DND personnel.
- 3.2 DND will not pay for repairs deemed damaged or caused by malfunction of the rental unit, or due to acts of nature or inclement weather.
- 3.3 A Price List will be provided to the Department of National Defence for any units and related parts that may be claimed as damaged.

### **4. Delivery and Storage**

- 4.1. It is the responsibility of the Offeror to deliver, store and maintain packaged Material's with manufacturer's seals and labels intact.
- 4.2. It is the Offeror's responsibility to prevent damage, adulteration and soiling of materials during delivery, handling and storage. Immediate removal of any and all materials which are deemed harmful/hazardous to the environment or any person's requiring to utilize a portable toilet or hand wash station are to be safely removed from site.
- 4.3. If the Contractor cannot access a delivery location, then the contractor must contact the Project Authority and will be provided an alternate location for delivery.
- 4.4. The geographic areas of coverage for onsite deliveries for 3 CDSB Detachment Wainwright, Denwood Alberta include:
  - 4.4.1. Building addresses, parking lots (does not include the private military quarters of the base) as requested on the Call-Up
  - 4.4.2. Various grid locations within the 3 CDSB Detachment Wainwright Military Training area, in a radius of 50 km of the base.

### **5. Response Time**

- 5.1. The Offeror must acknowledge an authorized call-up against a standing offer within six (6) hours of receipt of notification, and the actual delivery to be made accordingly as stated on the Call-Up.
- 5.2. The Offeror must be able to respond and service all units over weekends, holidays and outside of normal working hours, as requested. DND's normal working hours are 0700 - 1600 Monday to Friday.
- 5.3. During major military training exercises, an urgent requirement for services may exist. Under these circumstances, urgent services are to be provided within four (4) hours of receipt of the Call-up.
- 5.4. The Offeror must adhere to the time, date and grid locations stated at time of call-up.
- 5.5. The Offeror must adhere to amendments to original requests of call up.
- 5.6. The Offeror must be able to supply up to forty (40) units within four (4) hours of a call up in urgent situations.

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## **6. Equipment**

- 6.1. The Offeror's fleet must also have transportation for the offeror's Foreman.
- 6.2. Offeror is to make arrangements with civilian recovery company for recovery of their own vehicle(s), at their own expense.
- 6.3. All service trucks must be equipped with the following equipment:
  - 6.3.1. Pressurized water system and holding tank with fresh water for hosing down complete inside of unit
  - 6.3.2. Holding tank for the removal and transportation of chemical waste
  - 6.3.3. Four (4) wheel drive
  - 6.3.4. Capability to recover their own vehicles if they get stuck (i.e. winching system)
  - 6.3.5. Communication system (i.e. Cell phone: during major exercises Base Supply Contract's Office must be able have contact with the Contractor's drivers)
  - 6.3.6. GPS to locate specified drop off locations in the training area
- 6.4. The Offeror must be able to provide at least one service truck for every 100 units rented.
- 6.5. The Offeror must have 4 wheel drive capability, vehicles must have the capability and endurance to travel along grid roads and terrain, as well as off road in order to deliver and retrieve any units.

## **7. Toilets**

The services under this contract will be conducted under individual call-ups, including but not limited to the following systems:

- 7.1 The Offeror must be able to supply up to five hundred (500) units at one time for a period indicted on the authorized call-up.
- 7.2 Units with storage tanks must be screened/vented to the outside of the unit with a minimum nominal vent area of 45 cm<sup>2</sup>. Units that are not ventilated by mechanical means must be provided with a screened ventilation opening having a cross-sectional area of at least .09m<sup>2</sup> per stool.
- 7.3 The Offeror is responsible for the provision of any antifreeze, deodorants, scrub brushes or other related peripheral equipment to allow for use in all weather conditions.
- 7.4 All units shall be fixed to the ground so that the potential damage from high wind is reduced.
- 7.5 See the Compliance Matrix for specifications.

## **8. Human Waste Barrels**

- 8.1 Human waste barrels are to be delivered to the specified area (Grid location) and then picked up once full, or if otherwise specified by the Department of National Defence.
- 8.2 These are 40 Gal Drums that are placed in severely remote areas of the training area (approximately 625 Sq. KM) in which the soldier places the bags used to collect their human waste.
- 8.3 The barrels must then be cleaned and stored, or replaced into the training area.

## **9. Removal**

- 9.1 Removal will include transportation from DND specified location to the contractor's facility.
- 9.2 Removal includes removal of stakes, final clean-up, and sanitation of the unit (toilet//hand wash station) and all charges for travel, accommodations, labour and vehicle(s).
- 9.3 All units must be removed from site no later than 1 days from either the end of the call-up or upon notification from the Contracting Authority, unless otherwise agreed upon.

## **10. Cleaning and servicing**

- 10.1 Cleaning and servicing will include removal of all waste products, high pressure washing of each unit with a sterilizing solution, replacement of paper, replacement of hand sanitizer, chemical disinfectants and disposal of waste product at an approved waste disposal facility.

- 10.2 All servicing materials and equipment for the chemical toilets and hand wash stations are to be the responsibility of the contractor.
- 10.3 Servicing of units will be determined at the time of Call-Up.
- 10.4 The contractor is responsible for all tools, equipment and labour for the recommended servicing.

## **11. Damages**

- 11.1 Damages upon arrival rendering chemical toilet or hand wash station unserviceable, (I.e. Holes completely through, broken toilet seats, broken foot pumps, will be considered damaged).
- 11.2 Scratches, small holes that do not completely penetrate through the material, do not make the unit unserviceable.
- 11.3 DND shall not be held responsible for any damages which may be incurred to any units which remain on DND property that are the result of inclement weather
- 11.4 The Department of National Defence will not be held liable for any instance where high winds cause damage to the units when the potential bidder fails to secure the units to the ground.

## **12. Hazardous Substances**

- 12.1 If the work entails the use of any toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the National Fire Code of Canada.

## **13. Disposal**

- 13.1 Do not bury rubbish and waste materials on site.
- 13.2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- 13.3 Contractor is responsible for any associated disposal fees.
- 13.4 Due to the type of waste (human waste), it is required by Occupational Health and Safety Standards and DND policy that all waste (human waste) are disposed of at an accredited sewer treatment facility

## **14. Other**

- 14.1 Offeror shall comply with all Garrison Det Wainwright Regulations, including, but not limited to posted signs, parking restrictions, as well as any environmental and fire hazard considerations as per information contained within Appendix "A"
- 14.2 Offeror's personnel may be required to attend a 3 CDSB Det Wainwright Range Control Briefing at the discretion of Range Control prior to access to affected areas.

## **15. Ordering Offices/Invoice Addresses**

- 15.1 Only the following Offices are authorized to make call-ups against this Standing Offer. All invoices are to be sent to the office which issued the call-up.

3 CDSG Tech Svcs Log Sp LPO  
Bldg. 593  
Garrison Wainwright  
Denwood AB T0B 1B0

## COMPLIANCE MATRIX

### Minimum Mandatory Performance Specifications

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Offerors are to clearly demonstrate compliance with each mandatory specification.

1. Offerors **must** show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
2. Offerors are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Compliance Matrix.
3. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the offer at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Offeror's responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Offeror should prepare a written narrative complete with a detailed explanation of how its offer demonstrates technical compliance.
4. If the supporting documentation referenced above has not been provided at offer closing, the Contracting Authority will notify the Offeror that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the offer non-responsive and the offer will be given no further consideration.
5. Offerors must address any concerns with the performance specifications in written detail to the Contracting Authority before offer closing as outlined in the Request for Standing Offer document.
6. Failure to meet each mandatory performance specification will result in the offer being deemed non-responsive, and be given no further consideration.

**Offeror to complete the following:**

<b>Item #</b>	<b>Performance Specification</b>	<b>Met? Offerors <u>must</u> indicate either Yes/No</b>	<b>Performance Specification Offered:</b> Offerors should indicate how they meet the performance specification by recording this information in this column	<b>Cross Reference:</b> In this column, Offerors should cross-reference where this performance specification is indicated in their supporting documents.
<b>A. PORTABLE TOILETS</b>				
1	Must be self-enclosed with solid material that is non-transparent from the outside			
2	Must have a minimum inside area of 91 cm wide x 91 cm wide			
3	Interior height: Minimum of 1.98 m Maximum of 2.2 m			
4	Stool riser must be Minimum 35 cm – maximum 51 cm			
5	Must be self-closing (Spring-loaded) door			
6	Toilet paper on a holder or in a dispenser must be provided in each toilet compartment			
7	Units with storage tanks must be screened/vented to the outside of the unit			
<b>B. HAND WASH STATIONS</b>				
1	Must have 1-2 sinks per station			
2	Faucet controls must be of a hands-free foot pump operation for each sink			
3	Must have one paper towel dispenser for each sink			
4	Must have one soap dispenser for each sink			

5	Must have fresh water capacity of minimum 17– maximum 25 gallons			
6	Must have exterior width of minimum 18“ wide, maximum of 30 “ wide			
7	Must have exterior depth of minimum 18” deep, maximum of 24” deep			
8	Must have exterior height of minimum 47” high, maximum of 63” high			
9	Must have a neutral color finish (beige, black)			
10	Must have durable construction: polyethylene construction			
11	Must have GFIC protected power cord (where applicable)			
<b>C. HUMAN WASTE BARRELS</b>				
1	Must be minimum 39 Gal Drums – maximum 41 Gal Drums			
2	A dedicated human waste containment receptacle with a tight fitting lid.			
3	Lid must be made from an impervious, cleanable material.			
<b>D. ACCESSORIES</b>				
1	Must have hand sanitizer dispenser in each toilet			

**ANNEX B  
BASIS OF PAYMENT**

- Firm Unit Prices must include ALL relative costs associated with providing the service in accordance with Annex A and must remain firm for the period of the Standing Offer.
- Prices are required for each line item and as per format shown below.
- Firm unit pricing must be in Canadian Dollars (CAD).
- Firm unit prices do not include GST; GST will be added to the invoice as a separate line item.
- Estimated usages provided are for the sole purpose of establishing an evaluation tool, based only on a best estimate and in no way reflects the actual usage expected or any commitment on the part of Canada.

Item	Description	Est. Yearly Usage (A)	Unit Price Year 1 (B)	Unit Price Year 2 (C)	Unit Price Option Year 1 (D)	Unit Price Option Year 2 (E)	Extended Price (AxB) + (AxC) (AxD) + (AxE)
<b>1</b>	<b>Rental for 1 - 6 Portable Toilets</b>						
A	Per unit/day	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
B	Per unit/week	10	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
C	Per unit/month	10	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>2</b>	<b>Rental of 7 or more Portable Toilets</b>						
A	Per unit/day	14	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
B	Per unit/week	3	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
C	Per unit/month	7	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>3</b>	<b>Delivery of Portable Toilets</b>						
A	Per unit to Base Proper area	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
B	Per unit to Training Area	800	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>4</b>	<b>Cleaning and Servicing of Portable Toilets</b>						
A	Per unit in Base Proper Area	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
B	Per unit in Training Area	800	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>5</b>	<b>Per Unit Relocation of Portable Toilets, over 500m</b>	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>6</b>	<b>Rental of Handwash stations</b>						
A	Per unit/day	580	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

B	Per unit/week	30	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
C	Per unit/month	6	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7	<b>Per Unit Delivery of Hand Wash Stations to Training Area</b>	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8	<b>Per Unit Removal of Hand Wash Stations from Training Area</b>	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9	<b>Per Unit Cleaning and Servicing of Hand Wash Stations in Training Area</b>	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10	<b>Per Unit Relocation of Hand Wash Stations, over 500 m</b>	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11	<b>Rental of Human Waste Containers</b>						
A	Per unit/day	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
B	Per unit/week	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
C	Per unit/month	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12	<b>Per Unit Delivery of Human Waste Containers to Training Area</b>	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13	<b>Per Unit Removal of Human Waste Containers from Training Area</b>	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
14	<b>Per Unit Cleaning and Servicing of Human Waste Containers</b>	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15	<b>Per Unit Relocation of Human Waste Containers, over 500m</b>	1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16	<b>Per 30 min. Waiting Time if Delayed /Detained from Necessary Work</b>	5	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL EVALUATED OFFER PRICE \$ _____</b>							

**Pricing to be provided by Offeror for information purposes only and will not be evaluated:**

For repairs to equipment that DND has damaged during the rental period, as outlined in Annex "A", (except damage caused by malfunction of the rental unit, or inclement weather) as a direct result of negligence or misuse by DND personnel.

Rate per Hour w/o tax Year 1	Rate per Hour w/o tax Year 2	Rate per Hour w/o tax Option Year 1	Rate per Hour w/o tax Option Year 2
\$ _____	\$ _____	\$ _____	\$ _____

## ANNEX C SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat <b>W168A-18KM28</b>
Security Classification / Classification de sécurité Unclassified

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originaling Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Department of National Defence</b>	2. Branch or Directorate / Direction générale ou Direction <b>3 CDSB Det Wainwright Tech Sys/LOG SP COY/Base Sup</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Supply and service of portable toilet units for 3 CDSB Det Wainwright operations. Request to update previous SRCL File Number W6900-184242		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Etranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat W168A-18KM28
Security Classification / Classification de sécurité Unclassified

**PART A (continued) / PARTIE A (suite)**

8 Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9 Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10 a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided  
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni

10 b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes

If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11 a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

11 b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes

**PRODUCTION**

11 c) Will the production (manufacture and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11 d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

11 e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes



Contract Number / Numéro du contrat <b>W168A-18KM28</b>
Security Classification / Classification de sécurité <b>Unclassified</b>

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
							NATO DIFFUSION RESTRICTED	NATO CONFIDENTIAL	COSMIC TOP SECRET		A	B	C				CONFIDENTIAL
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12 a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12 b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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## **ANNEX D INSURANCE REQUIREMENTS**

### **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.

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- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. 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. 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.

**ANNEX E  
STANDING OFFER USAGE REPORT**

**Quarterly Usage Report Schedule:**

<b>Period:</b>	<b>Report Due:</b>
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

The Offeror hereby offers to provide information on completed Call-ups as per the format below:

<b>Supplier Name</b>		<b>Standing Offer Name</b>	
<b>Standing Offer Number</b>		<b>Reporting Period</b>	
<b>Standing Offer Authority</b>	Brent Peters		

<b>Call-up Number</b>	<b>Dollar Value (Taxes included)</b>
<b>(A) Total Dollar Value Call-ups for this reporting period:</b>	
<b>(B) Accumulated Call-up totals to date:</b>	
<b>(A+B) Total Accumulated Call-ups</b>	

**NIL REPORT:** During the above reporting period there have been no call-ups issued against this Standing Offer ( ).

<b>PREPARED BY:</b>	
<b>NAME</b>	
<b>TELEPHONE NUMBER</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	

Send Report to: [PWGSC.WRPAEDM-ROAAEDM.TPSGC@pwgsc-tpsgc.gc.ca](mailto:PWGSC.WRPAEDM-ROAAEDM.TPSGC@pwgsc-tpsgc.gc.ca) or fax to: (780) 497-3510.

Solicitation No. - N° de l'invitation  
W168A-18KM28/A  
Client Ref. No. - N° de réf. du client  
W168A-18KM28

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41081

Buyer ID - Id de l'acheteur  
edm206  
CCC No. - N° CCC /FMS No. - N° VME

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**ANNEX F TO PART 3 OF THE REQUEST FOR STANDING OFFERS**  
**ELECTRONIC PAYMENT INSTRUMENTS**  
(Offeror to complete as applicable)

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).