

**RETURN BIDS TO:**

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

## Pacific Region

**401 - 1230 Government Street**

**Victoria, B.C.**

**V8W 3X4**

**Bid Fax: (250) 363-3344**

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

### Regional Individual Standing Offer (RISO)

## Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**

### Raison sociale et adresse du

fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Pacific Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

<b>Title - Sujet</b> Kitchen Ventil. Systems Cleaning	
<b>Solicitation No. - N° de l'invitation</b> W684Q-190070/A	<b>Date</b> 2019-07-09
<b>Client Reference No. - N° de référence du client</b> W684Q-190070	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$VIC-246-7764
<b>File No. - N° de dossier</b> VIC-8-41181 (246)	<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 2019-09-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kobenter, Hélène	<b>Buyer Id - Id de l'acheteur</b> vic246
<b>Telephone No. - N° de téléphone</b> (250)508-7491 ( )	<b>FAX No. - N° de FAX</b> (250)363-3344
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE See herein	
<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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

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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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Security Requirements Check List, the Insurance Requirements, the Standing Offer Reporting Format, the Electronic Payment Instruments, and any other annexes

### **1.2 Summary**

Request for a Regional Individual Standing Offer (RISO), on behalf of the Department of National Defence (DND), CFB Esquimalt, Victoria, BC Canada to provide services for the cleaning of kitchen ventilation systems at various locations.

An optional site visit is being offered. Visit will require two (2) full days (August 20 and 21, 2019). Registration by no later than August 13 @ 2:00PM Pacific Daylight Savings Time (PDT) is mandatory. Late registrations will not be accepted. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions for further information.

The period of the Standing Offer is three (3) years from the date of issuance of the Standing Offer with the option to extend for an additional two (2) periods of one (1) year each under the same conditions.

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).

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.

It is the responsibility of the Bidder/Offeror to ensure that all amendments issued prior to solicitation closing have been obtained and addressed in the submitted bid/offer.

Bidders/Offerors intending to submit bids/offers should obtain solicitation documents from the Government Electronic Tendering System (GETS) at <https://buyandsell.gc.ca/procurement-data/tenders>.

Solicitation amendments, when issued, will be available on GETS. Bidders/Offerors basing their submissions on solicitation documents obtained from other sources do so at their own risk.

For further information, please refer to the solicitation documents.

This Public Works and Government Services Canada (PWGSC) office provides procurement services to the public in English.

### 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.

## **1.5 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## **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 (2019-03-04) 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: 240 days

### **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 in the RFSO.

Offerors must submit their offers to the following location:

Bid Receiving  
Public Works and Government Services Canada  
Pacific Region  
401 – 1230 Government Street  
Victoria B.C.  
V8W 3X4  
Facsimile: (250) 363-3344

**TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca**

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction 2006, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

## 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** ( )

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 **by no later than August 28, 2019 @ 2:00PM Pacific Daylight Savings Time (PDT)**. 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.

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## 2.6 Optional Site Visit

It is recommended that the Offeror or a representative of the Offeror visit the work site. The optional site visit will require two (2) full days (August 20 and 21, 2019) from 8:30 AM to approximately 3:00 PM Pacific Daylight Savings Time (PDT). The visit will cover different sites each day. The visit will begin each day at 0830 AM (PDT) at the Dockyard Main Gate of CFB Esquimalt, Victoria BC for check in.

Participants will be required to use their own vehicles to visit the various sites.

Offerors are requested to **register** with the Contracting Authority **no later than August 13 @ 2:00PM PDT** to confirm attendance and provide the name(s) of the person(s) who will attend. Offerors may be requested to sign an attendance sheet. Offerors who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

**Late registrations will not be valid. People who present themselves on the day of the visit without valid registration will be turned away.**

## 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. 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 (one (1) hard copy)  
Section II: Financial Offer (one (1) hard copy)  
Section III: Certifications (one (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.

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 hard copy of their offer:

- use 8.5 x 11 inch (216 mm x 279 mm) paper;
- 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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 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
- 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.

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## **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 Payment Instruments will not be considered as an evaluation criterion.

### **3.1.2 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## **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 technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

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

By submitting an offer, the Offeror certifies it is able to provide the cleaning services for kitchen ventilation in accordance with the requirements described in the Statement of Work at Annexe A.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Evaluation Criteria**

Offerors must submit their financial offer using the financial evaluation table and following the instructions provided at Annex B - Basis of Payment. Failure to comply will result in the Offeror's offer being declared non-responsive and given no further consideration.

##### **4.1.2.2 Evaluation of Price**

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

##### **4.1.2.3 Calculation of the Evaluated Price of the Offer**

For financial evaluation purposes only, the estimated yearly usage listed in column (A) at Annex B will be multiplied by the aggregate of the yearly prices offered (Years 1 through 5 i.e., Columns C through G) for each item. The extended total thus calculated for each item will be added together to obtain the Evaluated Price of the Offer. See example provided at Annex B.

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

The pricing for extension Years 1 and 2 will be subject to the Standing Offer period extension(s) being exercised under Part 7.A Section 4.2

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection**

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

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

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. 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 (<https://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 property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Workers Compensation Certification- Letter of Good Standing**

The Offeror must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Offeror must provide, within three (3) calendar days following a request from the Standing Offer Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Offeror's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## **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**

Refer to section B.7.7 of Part 7.



## 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 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 (<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

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 E entitled Standing Offer Reporting Format. 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.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

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 three (3) years from date of issuance:

Year 1: From \_\_\_\_\_ to \_\_\_\_\_ inclusive

Year 2: From \_\_\_\_\_ to \_\_\_\_\_ inclusive

Year 3: From \_\_\_\_\_ to \_\_\_\_\_ inclusive

*(Dates inserted at time of Standing Offer issuance)*

### 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 deux (2) additional periods of one (1) year each as defined below 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.

Extension Year 1: From \_\_\_\_\_ to \_\_\_\_\_

Extension Year 2: From \_\_\_\_\_ to \_\_\_\_\_

*(Dates inserted at time of Standing Offer issuance)*

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) calendar 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 Comprehensive Land Claims Agreements (CLCAs)**

This Standing Offer (SO) excludes delivery in areas that are subject to Comprehensive Land Claim Agreements (CLCAs).

#### **7.4.4 Delivery Points**

Delivery point(s) are specified at Annex "A" of the Standing Offer.

### **7.5 Authorities**

#### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Hélène Kobenter  
Procurement Specialist  
Public Works and Government Services Canada  
1230 Government Street, Room 401  
Victoria, British Columbia, Canada  
V8W 3X4

Telephone: (250) 508-7491

Email: [Helene.Kobenter@tpsgc-pwgsc.gc.ca](mailto:Helene.Kobenter@tpsgc-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 identified in the call-up against the Standing Offer.

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

#### **7.5.3 Offeror's Representative**

(As specified in the Offeror's Offer)

Contact for:	Name(s)	Telephone	E-mail
Call-up receipts:			
Invoices:			
Usage Reports			

## **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 the Department of National Defense, Real Property Operations Section (Pacific), CFB Esquimalt, Victoria C.-B. Canada.

## **7.8 Call-up Procedures**

The Identified User will provide the Contractor with the details of the services to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.

The Offeror/Contractor must provide the Identified User the proposed total estimated cost for performing the requested services and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The Offeror/Contractor must not commence work until an authorized call-up instrument has been received by the Contractor. The Contractor acknowledges that any work performed before an authorized call-up has been received will be done at the Contractor's own risk.

## **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 2 and 3 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.

### 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$40,000.00 (Applicable Taxes included)**.

### 7.11 Financial Limitation - Cumulative Total of All Call-ups

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ **(Applicable Taxes excluded)** (*Amount 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 four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 7.12 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
- 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) Annex E, Standing Offer reporting format
- j) the Offeror's offer dated \_\_\_\_\_ as clarified on \_\_\_\_\_ (*completed by PWGSC at time of Standing Offer Issuance*)

## **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.

### **7.13.2 SACC Manual Clauses**

SACC Manual clause A0285C (2007-05-25), Workers Compensation

## **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 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **7.16 Inspection and Acceptance**

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

## **7.17 SACC Manual Clauses**

A9016C (2014-06-26), Hazardous Waste Disposal – Specific Requirements  
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 (2018-06-21), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

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

### **7.3 Term of Contract**

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

Services must be completed to the satisfaction of the DND Project Authority within the lead time(s) or completion date(s) specified in the call-up against the Standing Offer.

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

*(If applicable as specified in the Offeror's Offer in article 3 of Part 2 of the Request for Standing Offers (RFSO)).*

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**

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure as specified in the authorized call-up. Customs duties are included and Applicable Taxes are extra.

### **7.5.2 Limitation of Expenditure – Individual Call-up**

1. Canada's total liability to the Contractor under the Contract/Call-up must not exceed the limitation of expenditure specified in the authorized call-up. 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% committed, or
  - b. four 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 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### **7.5.4 SACC Manual Clauses**

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

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

C0711C (2008-05-12) Time Verification

C2604C (2013-04-25), Customs Duties, Excise Taxes and Applicable Taxes – Non-resident

### **7.5.5 Electronic Payment of Invoices – Call-up**

*(as specified by the Offeror in its Offer at Annex F)*

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

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



## **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 the authorized call-up;
- b. A copy of time sheets to support the time claimed, if applicable;
- c. A copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

- a. The original must be forwarded by electronic mail to the Project Authority identified in the call-up against the Standing Offer for certification and payment;
- b. A copy must be forwarded by electronic mail to the Standing Offer Authority in accordance with the Standing Offer reporting requirements detailed in Part 7A, Section 7.3.2.

## **7.7 Insurance – Specific 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.

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**ANNEX "A"**  
**STATEMENT OF WORK**

**REGIONAL INDIVIDUAL STANDING OFFER (RISO)**  
**FOR CLEANING OF KITCHEN VENTILATION SYSTEMS AT THE DEPARTMENT OF NATIONAL**  
**DEFENCE, CANADIAN FORCES BASE ESQUIMALT, VICTORIA, BRITISH COLUMBIA, CANADA**

**1. GENERAL**

The work under this standing offer comprises the furnishing of all labour, tools, materials, equipment and transportation required to clean kitchen ventilation systems on an as requested basis, for the Base Construction Engineering Office of Canadian Forces Base Esquimalt.

**2. SITE OF WORK**

The site of work is, but not restricted to the following areas of CFB Esquimalt known as: Dockyard, Naden, Work Point Barracks, Colwood, Bay Street Armoury, Ashton Armoury, HMCS Malahat and Albert Head.

1. Dockyard is located west of the City of Victoria approximately 8 kilometres at the western terminus of Esquimalt Road.
2. Naden is located at Admirals Road approximately 1 kilometre north of the junction of Esquimalt Road and Admirals Road.
3. Work Point Barracks is located west of the City of Victoria, approximately 5 kilometres via Esquimalt Road and Head Street. South on Head Street approximately 1 kilometre to the gates of Work Point Barracks - Head Street at Lyall.
4. Colwood is located approximately 10 kilometres west of the city of Victoria on Wilfert Road off of the Old Island Highway.
5. Bay Street Armoury is located at 715 Bay Street at the corner of Bay and Douglas Streets, Victoria, BC. Entrance via Field Street.
6. Ashton Armoury is located on Van Almen Ave, near Commerce Circle.
7. Albert Head is west and south of the City of Victoria via Highway 1 and 1A, Sooke Rd, Metchosin Rd to Duke Rd and follow approximately 2 km on Duke Rd to Albert Head Rd approximately 1 km south of Albert Head Rd to gate entrance.
8. HMCS Malahat is located at 20 Huron Street in the James Bay area of the City of Victoria.
9. Signal Hill 571 is located at 1587 Lyall Street.
10. Signal Hill 585 is located at 1587 Lyall Street.
11. Signal Hill 586 is located at 1586 Esquimalt Road.

### 3. WHMIS

- a. The selected contractor shall comply with all requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labeling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
- b. **The contractor must deliver copies of WHMIS data sheets to Engineer when the contract is awarded.**

### 4. SITE AUTHORITY

Where it appears in these specifications, shall mean the Base Construction Engineering Officer (BCEO), Base Fire Chief or an authorized representative of the BCEO, who will make regular inspections and be available to ensure the specifications are adhered to.

### 5. TELEPHONE

Contractor must provide a telephone number at which he can be contacted during regular working hours (0800 to 1630 hours) Monday to Friday excluding Statutory Holidays observed in Canada. The Contractor must return calls within 2 hours and shall not refuse any call outs from site Authority.

### 6. SAFETY

- a. Movement around the various sites is subject to the following restrictions:
- b. Strict observance of posted speed limits.
- c. CFB Esquimalt is a NON-SMOKING AREA. Smoking restrictions and all other posted signs must be strictly adhered to.
- d. Damage caused through lack of care or observation of fire and safety measures by the Contractor's employees will be assessed against the Contractor.
- e. The Contractor shall comply with the Workers Compensation Board (WCB) Industrial Health and Safety Regulations of British Columbia.

### 7. SECURITY

See SECURITY section herein.

### 8. CONFINED SPACE ENTRY

All confined space entry must conform to the following:

- a. Canada Occupational Health and Safety Regulations, Part XI, Confined Spaces
- b. Worksafe BC, Occupational Health and Safety Regulation, Part 9: Confined Spaces

## **9. HEALTH & SAFETY**

The contractor must ensure compliance on his part with the standards of Part II Canada Labour Code and the Occupational Health and Safety Regulations as well as compliance with the Workers Compensation Act and any regulations thereunder the said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions including proper personal protection equipment and ventilation. In the event of conflict between the Workers Compensation Act and regulations and Canada Labour Code Part II, and Occupational Health and Safety Regulations, the most stringent provision applies.

## **10. DAMAGES**

The contractor at no cost to the Crown shall rectify any damages resulting from work carried out by the Contractor or his representative.

## **11. STANDARD OF WORK**

All work referred to in this contract must be carried out in a first class manner in accordance with section (15) Methods of Work, and the most current edition of the National Fire Protection Association 96 "Ventilation Control and Fire Protection of Commercial Cooking Operations", by qualified technicians to the complete satisfaction of the Site Authority, and Base Fire Inspectors.

## **12. TRAINING**

Contractor must ensure that all employees assigned to work on DND property have been fully trained, and have been instructed on the safe work procedures as they apply to the equipment to be worked on and the equipment required, to do the work.

## **13. INSPECTION OF WORK**

The Base Fire Hall or the Site Authority shall carry out inspection of the work.

## **14. EQUIPMENT**

The Contractor shall supply all equipment necessary to carry out the work, including:

- a. Floor squeegee.
- b. Mops, pails, washtubs and drop sheets.
- c. Step ladders to reach canopies and extension ladders to reach roof tops if no other access exists.

## 15. MATERIALS AND METHOD OF WORK

- a. Prior to any work taking place, any electrical switches, which could be accidentally activated, shall be locked out.
- b. Components of the fire suppression system shall not be rendered inoperable during the cleaning process.
- c. All components of the system (canopies, ducts, access panels, fans, fan housings, grease filters and accessories) shall be dismantled where necessary to provide full access for cleaning.
- d. Drop sheets shall be employed around the work area and to cover and protect equipment, fans and motors, and to collect the cleaning solution into pails.
- e. Workers shall take every precaution when standing on industrial kitchen equipment not to cause any damage. Any equipment damage, which can be attributed to the contractor, will be repaired by DND and charged back to the contractor.
- f. A mild, non-toxic, non-flammable detergent shall be used.
- g. Where necessary, interior surfaces shall be scraped to bare metal, prior to the application of degreasing solution. Care shall be taken not to apply cleaning chemicals on fusible links or other detection devices of the automatic extinguishing system.
- h. The contractor will provide a complete system wash down using high pressure or steam cleaning system, while collecting wash down residue in plastic pails.
- i. Grease filters are to be degreased and pressures washed or steam cleaned, and re-installed into the ventilation system.
- j. All exterior surfaces of hoods and canopies are to be polished and left in a streak free condition.
- k. On completion of the cleaning, the Contractor shall ensure the proper operation of the exhaust systems.
- l. All cleaning residue must be collected. The Contractor must take away all residues upon the completion of the hood cleaning and dispose of it off of DND premises in accordance with applicable CRD laws and regulations.
- m. The Contractor must make note of any repairs needed to the system, and report this to the site authority for his action.
- n. All work to be performed shall conform to the most current edition of the (NFPA 96) "Ventilation Control and Fire Protection of Commercial Cooking Operations".
- o. Any areas of the system not reasonably visible for inspection cleaning will be noted in writing.
- p. All areas of the exhaust system will be cleaned to a point where the metal is clearly visible (bare metal).
- q. After the job, any areas not accessible, or not cleaned to bare metal will be reported with an explanation in writing to the site authority.

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- r. The Contractor will supply a book at each site containing, date and time system is serviced, name and signature of the Contractor's employee, and name of the escort if applicable.
  - s. Fire suppression links and cables shall be gently cleaned; no chemical residues shall be left on them.
  - t. When cleaning procedures are complete, all electrical switches and system components shall be returned to an operable state. All access panels (doors) and cover plates shall be replaced, any damaged gasketing must be repaired/replaced. Dampers and diffusers shall be placed in their original position for proper airflow.
  - u. All nozzle seals are to be protected from damage during cleaning. The contractor will replace damaged seals.
  - v. Building security is to be maintained both during and after the work is completed and while the crew is on premises.
  - w. All access panels must be opened and proper gasketing will be used when re-installing. All access panels must be properly secured.
  - x. There should be no application of any moisture near fan motors.
  - y. Fan belts will be checked.
  - z. Where applicable, fan bearings will be lubricated.
  - aa. Workers must take all precautions to protect roof membranes.
  - bb. All kitchen equipment must be returned to its location and operational state.
  - cc. All floors, walls and other areas affected by the cleaning process will be cleaned up afterwards.
  - dd. No refrigerators are to be unplugged.
  - ee. No garbage or grease residues will be left on the equipment or premises.
  - ff. Smoking on the roof or in the kitchen areas of the restaurant is prohibited.

**Note:** If the contractor fails notify the site authority of any difficulty in accessing any area of the exhaust systems or if there are any system deficiencies, it will be assumed that all areas were operational and accessible, and cleaned to bare metal in accordance with NFPA 96. Any areas that are not cleaned in accordance with this specification or NFPA 96 will be noted by the site inspection authority, and could be cause for contract termination.

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**16. SCHEDULING/HOURS OF WORK**

- a. In all of the kitchens, the work will be executed during the hours between 1400 and 0200 (2:00 PM and 2:00 AM) Monday to Friday excluding Statutory Holidays observed in Canada. The time frame from 2PM-2AM refers to the hours of access the Contractor may need do the work. At no time does a building's kitchen hood or hoods take a 12-hr shift per visit. Usually most cleaning is done in 2 to 4 hours in the late afternoon.
- b. The Contractor will be provided with a list of units to be cleaned that month. The Site Authority will provide this list no later than the end of the first week of each month and the Contractor will make arrangements with the Kitchen Authority scheduling dates and times for canopy cleanings. The Contractor will send the cleaning schedule to the Site Authority when arrangements have been completed.
- c. The Kitchen Authority shall determine the dates and times for service, a contact list is supplied in section 18 below.

## 17. INVENTORY

BLDG #	AREA	UNITS	CANOPY SIZE	GREASE FILTERS	Cleaning Frequency
<b>DOCKYARD</b>					
<b>85</b> (Sub Mariner)	Galley Ovens	1	46" X 117"	5 filters	Every second month (January, March, May, July, September, and November)
	Galley Grill	1	46" X 117"	5 filters	
<b>85</b> (Sub Mariner)	Galley Dishwasher	1	36" x 36"	0 filters	
<b>100</b> New Wave	Fry Area	1	43" x 108"	4 filters	Once a month
<b>250</b>	Cooking Area	1	150" x 39"	4 filters	Once a month
Ducting, 20" x 10" 38' horizontal with two 90-degree bends rising vertical to roof. Access to roof IS by internal stairs, or by freight elevator (center spine) to fourth floor exhausts. Keys available from the commissionaire at the main entrance to the building.	Serving Area	1	46" x 116"	6 filters	
	Serving Area	1	50" x 90"	4 filters	
<b>SIGNAL HILL</b>					
<b>571</b>	Cook Area	1	162" x 42"	8 filters	Once a month Not operating.
<b>585</b> - The exhaust fan is on the roof 6 stories up.	Bake Shop	1	120" x 50"	With grease catcher	Once a month Not operating
	Main Galley	1	240" x 98"	With grease catcher	
	Grill	1	48" x 48"	With grease catcher	
<b>586</b>	Char broiler	1	20' x 12'		Once a month
	Stack ovens	1	5' x 10		
	Serving Area	1	4' x 9'		
<b>WORK POINT 1373 NOTC</b>	Galley ovens	1	60" x 144"		Once a month
	Short Order Area	1	48" x 72"		
	Short Order Area	1	48" x 96"		
	Breakfast Grill	1	66" x 60"		
	Sandwich Bar	1	60" x 108"		



BLDG #	AREA	UNITS	CANOPY SIZE	GREASE FILTERS	Cleaning Frequency
	Fry Area	1	60" x 144"		
	Steam Cooker	1	60" x 144"		
	Grill	1	60" x 144"		
	Steam Kettles	1	60" x 144"		
	Steam Pots	1	60" x 144"		
<b>NADEN 34 (Nelles Block)</b>	Stack Steamers	1	132" x 235"	0 filters	Once a month
	Char Boiler	1	90" x 174"	8 filters	
	Bake Ovens	1	45" x 174"	4 filters	
	Bake Shop	1	53" x 62"	6 filters	
	Serving Area	1	42" x 110"	4 filters	
	Serving Area	1	54" x 168"	8 filters	
	Serving Area	1	53" x 60"	4 filters	
<b>NADEN 141</b>	Cooking Area	1			January, May, September
<b>COLWOOD 104</b>	Cooking Area	1	96"x 96"	4 filters	Every second month (February, April, June, August, October, December)
	Dishwashing Area	1	40"x 40"		
<b>ALBERT HEAD 1015</b> Ducting, cooking area, two (2) 3' x 12" vertical joining 4' x 24" horizontal fryer area, 3' x 18" to a 90° bend 4' x 18" horizontal. Ladder required to access two (2) roof mounted fans approx 10' above grade.	Cooking Area	1	142"x 48"	6 filters	Every other month (January, March, May, June, July, August, September, October)
	Fryer Area	1	96" x 48"	8 filters	
<b>ASHTON ARMOURY</b>	Cooking Area	1	192" x 48"	No filters	As requested
<b>BAY ST. ARMOURY</b> Rm 315 4' of 8" horizontal duct.	Cooking Area	1	84" x 43"	4 filters	In accordance with Dockyard Fire Department Once a year
<b>HMCS MALAHAT</b>	Cooking Area		94" x 48"	4 filters	
			60" x 34"		

**18. GALLEY CONTACTS**

BLDG #	AREA	PHONE NUMBER
		<i>Will be provided at time of Standing Offer issuance</i>
1073	Work Point	
1015	Albert Head	
Ashton Armoury	Vanalman Ave.	
Bay St. Armoury	Bay St.	
HMCS Malahat	20 Huron St.	
34	Naden	
141	Naden	
85	Dockyard	
100	Dockyard	
250	Dockyard	
571	Dockyard	
575	Dockyard	
585	Dockyard	
586	Dockyard	
104	Colwood	

## **ANNEX "B"**

### **BASIS OF PAYMENT**

#### **Mandatory Financial Evaluation Criteria:**

- 1. Bidders/Offerors must submit their financial offer using the financial evaluation table B.1 provided in this Annex.**
- 2. Bidders/Offerors must submit firm all-inclusive\* prices and hourly rates GST/HST extra for all locations listed (items #1 to 15), and for the entire period of the proposed Standing Offer, including option years (Columns C to G).**
- 3. A financial offer presented using a format other than specified in this Annex will be declared non-responsive.**
- 4. A financial offer addressing only a portion of the services listed in each financial evaluation table will be declared non-responsive.**
- 5. Bidders/Offerors are not required to complete the Evaluated Extended Totals (column H) to be given further consideration in the process.**

**EVALUATION OF PRICE - OFFER:** The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

\*NOTE: Pricing offered must include all labour, supervision, material, equipment and consumables, transportation, disposal/recycling fees, environmental taxes, and profit required for the provision of the kitchen ventilation systems cleaning services detailed in the Statement of Work at Annex A.

No other charges will be allowed.

**ESTIMATES:** The estimated annual number (#) of cleans identified herein (Column A) is for financial evaluation purposes only and may not represent actual usage or the value of the limitation of expenditure. Any standing offer(s) issued as a result of this solicitation will be limited to the actual goods or services ordered and delivered.

Rates for extension years 1 and 2 are subject to the extensions being exercised under section 7.4.2 of Part 7A of the Standing Offer.

**FINANCIAL EVALUATION TABLE B.1 - Firm all-inclusive pricing and labour rates for the work described in Annex A**

All work to be performed Monday-Friday during the hours of 1400 and 0200 (2pm-2am) Pacific Time, excluding Statutory Holidays observed in Canada. No work will be required outside of these hours or week-ends (Sat-Sun).

#	LOCATIONS *	Estimated annual # of cleans of cleans or hours	Offeror to indicate Estimated total labour hours required to complete each clean**	FIRM RATE Year 1*** Per clean	FIRM RATE Year 2*** Per clean	FIRM RATE Year 3*** Per clean	FIRM RATE Extension Year 1*** Per clean	FIRM RATE Extension Year 2*** Per clean	Evaluated Extended Total
		A	B	C	D	E	F	G	H = A*SUM(C:G)
1	Example: Dockyard 85	6 cleans	2 persons x 5 hours per person = 10 hours per clean	\$350.00 per clean	\$360.00 per clean	\$370.00 per clean	\$380.00 per clean	\$390.00 per clean	\$11,100.00
16	Example: Hourly rate per person Mon-Fri 2:00 pm – 2:00 am Pacific Time	50 hours	N/A	\$35.00 /hour	\$36.00 /hour	\$37.00 /hour	\$38.00 /hour	\$39.00 /hour	\$9,250.00
1	Dockyard 85	6 cleans	____ hours	\$	\$	\$	\$	\$	\$
2	Dockyard 100	12 cleans	____ hours	\$	\$	\$	\$	\$	\$
3	Dockyard 250	12 cleans	____ hours	\$	\$	\$	\$	\$	\$
4	Signal Hill 571	12 cleans	____ hours	\$	\$	\$	\$	\$	\$
5	Signal Hill 585	12 cleans	____ hours	\$	\$	\$	\$	\$	\$
6	Signal Hill 586	12 cleans	____ hours	\$	\$	\$	\$	\$	\$
7	Work Point 1373	12 cleans	____ hours	\$	\$	\$	\$	\$	\$
8	Naden 34	12 cleans	____ hours	\$	\$	\$	\$	\$	\$
9	Naden 141	3 cleans	____ hours	\$	\$	\$	\$	\$	\$
10	Colwood 104 Fire Trainer	6 cleans	____ hours	\$	\$	\$	\$	\$	\$
11	Albert Head Bldg 1015	8 cleans	____ hours	\$	\$	\$	\$	\$	\$
12	Ashton Armouries	1 clean	____ hours	\$	\$	\$	\$	\$	\$
13	Bay St Armoury - Room 315	1 clean	____ hours	\$	\$	\$	\$	\$	\$
14	HMCS Malahat Bldg #1	1 clean	____ hours	\$	\$	\$	\$	\$	\$

<b>FINANCIAL EVALUATION TABLE B.1 - Firm all-inclusive pricing and labour rates for the work described in Annex A</b>									
All work to be performed Monday-Friday during the hours of 1400 and 0200 (2pm-2am) Pacific Time, excluding Statutory Holidays observed in Canada. No work will be required outside of these hours or week-ends (Sat-Sun).									
#	LOCATIONS *	Estimated annual # of cleans or hours	Offeror to indicate Estimated total labour hours required to complete each clean**	FIRM RATE Year 1***	FIRM RATE Year 2***	FIRM RATE Year 3***	FIRM RATE Extension Year 1***	FIRM RATE Extension Year 2***	Evaluated Extended Total
		A	B	C	D	E	F	G	H = A*SUM(C:G)
15	Hourly Rate per person for additional miscellaneous - ventilation cleaning services requested by DND not included in above items 1 to 14 (Mon-Fri 2:00 pm – 2:00 am) Pacific Time ****	50 hours	N/A	\$ Per hour	\$ Per hour	\$ Per hour	\$ Per hour	\$ Per hour	\$
<b>EVALUATED PRICE OF THE OFFER (GST/HST Extra) – Sum of Extended total (Column H) for line items 1 to 15 included</b>									<b>\$</b>
<p>* Per section 17 of Annex A – Statement of Work.</p> <p>** Estimated total labour hours required to complete each clean: If not included with the offer, this information must be provided within three (3) days upon request from the Standing Offer Authority or the offer may be declared non-responsive.</p> <p>*** Refer to section 7.3.1 of section B for start and end dates of each period of the Standing Offer.</p> <p>**** The Contractor must be able to provide a copy of the labour vouchers signed by DND personnel showing time of arrival and departure on the job site to support the time claimed upon request from DND;</p>									


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## ANNEX "C"

### SECURITY REQUIREMENTS CHECK LIST


 <b>Gouvernement du Canada</b>		<b>Contract Number / Numéro du contrat</b> W684Q-190070	
		<b>Security Classification / Classification de sécurité</b> Unclassified	

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)			
<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
DND		CFB ESQUIMALT	
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 Clean the canopies over all kitchen equipment to prevent a build-up of grease caused by the cooking process and reduce the risk of a kitchen fire at CFB Esquimalt and it's AGR.			
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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input checked="" type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 / Étranger <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"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO RESTRICTED <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
SECRET <input type="checkbox"/>		NATO CONFIDENTIAL <input type="checkbox"/>	
TOP SECRET <input type="checkbox"/>		NATO CONFIDENTIEL <input type="checkbox"/>	
TRÉS SECRET <input type="checkbox"/>		NATO SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) <input type="checkbox"/>		COSMIC TOP SECRET <input type="checkbox"/>	
TRÉS SECRET (SIGINT) <input type="checkbox"/>		COSMIC TRÉS SECRET <input type="checkbox"/>	
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET <input type="checkbox"/>	
		TOP SECRET <input type="checkbox"/>	
		TRÉS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) <input type="checkbox"/>	
		TRÉS SECRET (SIGINT) <input type="checkbox"/>	

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Gouvernement du Canada

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<b>PART A (continued) / PARTIE A (suite)</b>	
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? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document:	
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>	
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>	
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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
<b>PRODUCTION</b>	
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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>	
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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

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**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 CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DÉFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			TOP SECRET TRÈS SECRET
											A	B	C	
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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Canada



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## **ANNEX "D"**

### **INSURANCE REQUIREMENTS**

#### **D.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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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.

**D.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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

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**ANNEX "E"**  
**STANDING OFFER 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  
Email: [helene.kobenter@pwgsc-tpsgc.gc.ca](mailto:helene.kobenter@pwgsc-tpsgc.gc.ca)

**FROM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Email: \_\_\_\_\_

**Date:** \_\_\_\_\_

<b>STANDING OFFER No.</b> _____			
<b>REPORTING PERIOD:</b> From _____ to _____ (Year ____ Quarter ____)			
Call up #	Date	Short Description of Services provided + Site location*	Total Amount Invoiced for the Reporting Period (Before Applicable Taxes)
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
<b>(A) Total Dollar Value Call-ups for this reporting period:</b>			\$
<b>+ (B) Total from previous reporting periods:</b>			\$
<b>= Total Expended to date</b>			\$

<b>Number of individual call-ups processed for this reporting period</b>	
--	--

**\*Please include copy of call-ups and related invoices with your report.  
Refer to section 7.3.2 of Part 7A 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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**ANNEX “F” to PART 3 OF THE REQUEST FOR STANDING OFFERS**  
**ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.1, 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)