



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 LaurierSt./ 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

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

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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**

Infrastructure Maintenance and Solution Services Division  
(FK)

L'Esplanade Laurier,

East Tower 4th Floor

L'Esplanade Laurier,

Tour est 4e étage

140 O'Connor, Street

Ottawa

Ontario

K1A 0R5

<b>Title - Sujet</b> Pest Control Inspection & Treatment	
<b>Solicitation No. - N° de l'invitation</b> EN578-201971/A	<b>Date</b> 2019-11-07
<b>Client Reference No. - N° de référence du client</b> 20201971	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$FK-305-77973
<b>File No. - N° de dossier</b> fk305.EN578-201971	<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 2019-11-22</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Rosso, Francois	<b>Buyer Id - Id de l'acheteur</b> fk305
<b>Telephone No. - N° de téléphone</b> (613)297-1315 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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>

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS .....	5
2.3 FORMER PUBLIC SERVANT .....	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	7
2.5 APPLICABLE LAWS .....	7
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES .....	9
4.2 BASIS OF SELECTION.....	9
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	10
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS .....</b>	<b>10</b>
6.1 SECURITY REQUIREMENTS .....	10
6.2 INSURANCE REQUIREMENTS.....	10
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
<b>A. STANDING OFFER.....</b>	<b>11</b>
7.1 OFFER .....	11
7.2 SECURITY REQUIREMENTS .....	11
7.3 STANDARD CLAUSES AND CONDITIONS.....	11
7.4 TERM OF STANDING OFFER.....	11
7.5 AUTHORITIES .....	12
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	12
7.7 IDENTIFIED USERS .....	12
7.8 CALL-UP PROCEDURES .....	13
7.9 CALL-UP INSTRUMENT .....	13
7.10 LIMITATION OF CALL-UPS.....	14
7.11 PRIORITY OF DOCUMENTS.....	14
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	14
7.13 APPLICABLE LAWS .....	15
7.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	15
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>15</b>
7.1 STATEMENT OF WORK.....	15
7.2 STANDARD CLAUSES AND CONDITIONS.....	15
7.3 TERM OF CONTRACT .....	15
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	16
7.5 PAYMENT .....	16
7.6 INVOICING INSTRUCTIONS.....	17
7.7 INSURANCE REQUIREMENTS.....	17

**List of annexes**

- Annex A, Statement of Work;
- Annex B, Basis of Payment;
- Annex C, Insurance Requirements
- Annex D, Electronic Payment Instrument
- Annex E, Quarterly Usage Report

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

This is a solicitation to request Standing Offers (SO). A SO is not a contract and does not commit Public Works and Government Services Canada (PWGSC) to procure or contract for any services. Any resulting SO constitutes an Offer made by an Offeror for the provision of certain Services to Canada at prearranged prices or a prearranged pricing basis, under set terms and conditions, that is open for acceptance by Identified User on behalf of Canada during a specified period of time.

A separate contract is formed each time a call-up for the provision of Services is made against a SO. Canada's liability will be limited to the actual value of the call-ups made by the duly authorized Identified User within the period specified in the call-up.

- 1.2.1 The Government of Canada requires the services of a Pest Management firm to perform inspections and treatments of bed bugs on as and when required basis for residences and vehicles of \*workers within the \*\*NCR and surrounding areas.

\*Workers is defined as identified individuals working in buildings owned or leased by the Government of Canada.

\*\*For this requirement, the NCR is defined as areas within 100 kilometers radius from Parliament Hill.

- 1.2.2 The intent of this RFSO is to issue up to five (5) Standing Offers valid for five (5) years.
- 1.2.3 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).

**Although CFTA and International Trade Agreements (ITAs) apply, the solicitation period has been reduced to 15 calendar days due to the following reasons:**

- 1) There is an urgency to the requirement considering the Health and Safety risks associated with the bed bug situation in the National Capital Area (NCA).**
  - 2) The bed bug situation in Federal Government Buildings in NCA is unforeseeable as this is something that is not expected in an office setting.**
  - 3) Because of the increasing number of government buildings affected by bed bugs, a longer solicitation period is impracticable as the Government of Canada is required to proactively act in an expeditious manner to control spread of bed bugs.**
- 1.2.4 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 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.

### **1.4 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) (<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: 180 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.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.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 Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### **Definitions**

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than **five (5) calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province where the work is performed.

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. 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.

**Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.**

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:

- (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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 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 "D" Electronic Payment Instruments, to identify which ones are accepted.

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

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

#### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation,

### **Section III: Certifications**

Offerors must submit the certifications 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**

The Offeror **must** be licensed to practice in the Province of Ontario and in the Province of Québec.

#### **MT 1 - The Offeror must provide a valid copy of company's Pesticide Operator license for the Province of Ontario and Québec.**

Failure by the Offeror to provide the required licenses will result in the offer being disqualified and no further consideration will be given to the Offeror and the offer will be deemed non-responsive.

However, if the licenses as described in MT1 are not submitted with the offer by the closing date, 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.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offers with the 5 lowest evaluated price will be recommended for issuance of standing offers.

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

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

## **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

## **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### **5.2.1 Integrity Provisions – Required Documentation**

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

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

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

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

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

6.1.1 There is no security requirement applicable to the Standing Offer.

### **6.2 Insurance Requirements**

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

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

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

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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". 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: (*will be modified prior to issuance of Standing Offer*)

- 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 fourteen (14) calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

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

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_. (to be determined at issuance of Standing Offer)

##### **7.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified in the call-up against the Standing Offer, in accordance with the Statement of Work (SOW).

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: François Rosso  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting Directorate

Telephone: 613-297-1315

E-mail address: [francois.rosso@tpsgc-pwgsc.gc.ca](mailto:francois.rosso@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**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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

## **7.7 Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

## 7.8 Call-up Procedures

***For multiple Standing Offers issued the right of first refusal ranking methodology will be used. The identified Project Authority (PA) must reach out to the Standing Offer Authority before issuing a call-up to make sure the call-up will be issued to the appropriate Standing Offer holder. In the event that PA has issues with the contractor regarding timelines in fulfilling the requirement from each call-up, this must be reported immediately to the SO Authority.***

The Project Authority will establish the Scope of Services to be performed at the time of the call-up based on the pre-established rates identified in Basis of Payment.

- 1) The highest ranked Offeror shall be given first consideration.
  - 2) Should that Offeror be deemed unable to carry out the proposed services due to the required time frame, the second ranked Offeror would be approached.
  - 3) The procedure identified in 2, above will continue until the 5<sup>th</sup> ranked Offeror is approached.
  - 4) **Processes** in managing call-ups using the call-up template.
- 4.1 Call-ups will be issued by identifying the location, name and contact information of identified individuals.
  - 4.2 Initial call-up will be issued for inspection only and will be amended accordingly based on the actual requirement as stated in the inspection report.
  - 4.3 Once determined that residential and or vehicle treatment is required, the PA will provide the Contractor a written confirmation to proceed with the initial treatment.
  - 4.4. If additional services are required after the initial treatment, the PA will provide the Contractor a written confirmation to proceed with additional services.
  - 4.5 After all the required services are completed, the PA will be responsible to amend the call-up to include all work completed under the call-up. This is required to reconcile the total amount of contract versus invoices.

### ***For 1 Standing Offer issued***

The Project Authority will establish the Scope of Services to be performed under each individual Call-up based on the pre-established rates identified in Basis of Payment.

### **Processes in managing call-ups using the call-up template.**

1. Call-ups will be issued by identifying the location, name and contact information of identified individuals.
2. Initial call-up will be issued for inspection only and will be amended accordingly based on the actual requirement as stated in the inspection report.
3. Once determined that residential and or vehicle treatment is required, the TA will provide the Contractor a written confirmation to proceed with the initial treatment.
4. If additional services are required after the initial treatment, the TA will provide the Contractor a written confirmation to proceed with additional services.
5. After all the required services are completed, the TA will be responsible to amend the call-up to include all work completed under the call-up. This is required to reconcile the total amount of contract versus invoices.

## 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 **\$400,000.00** (Applicable Taxes included).

#### **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 supplemental general conditions 4008 (2008-12-12), Personal Information;
- e) the general conditions [2035](#) (2018-06-21), General Conditions - Higher Complexity - Services;
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).
- j) Annex E, Electronic Payment
- k) Annex F, Quarterly Reporting

#### **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

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 province where the work is performed.

### **7.14 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.

## **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**

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17, Interest on Overdue Accounts, of [2035](#) (2018-06-21), General Conditions - Higher Complexity - Services will not apply to payments made by credit cards.

#### **7.2.2 Supplemental General Conditions**

4008 (2008-12-12), Personal Information, apply to and form part of the Contract.

### **7.3 Term of Contract**

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

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

#### **7.3.2 Delivery Date**

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

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

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

#### **7.5 Payment**

##### **7.5.1 Basis of Payment**

The Contractor will be paid firm price as specified at Annex B, Financial Offer for work performed in accordance with the Contract. Applicable Taxes are extra.

##### **7.5.2 Limitation of Price**

*SACC Manual* clause [C6000C](#) (2017-08-17), Limitation of Price

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

##### **7.5.3 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada

##### **7.5.4 SACC Manual Clauses**

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

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

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

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

## 7.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the inspection and status 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.
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.7 Insurance Requirements

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

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

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

# EN578-201971

## STATEMENT OF WORK

### 1. Title

Pest Management Control Services – Inspection and Treatment

### 2. Background

Pest control initiatives are underway to inspect and/or eliminate bed bug activities in residences and/or vehicles of \*workers located within the \*\*National Capital Region (NCR) and surrounding areas.

\*Workers is defined as identified individuals working in buildings owned or leased by the Government of Canada.

\*\*For this requirement, the NCR is defined as areas within 100 kilometers radius from Parliament Hill.

### 3. Objective

The Government of Canada requires the services of a Pest Management firm to perform inspections and treatments of bed bugs on as and when required basis for residences and vehicles of \*workers within the NCR and surrounding areas.

To reduce downtime, the Project Authority (PA) will endeavor to schedule inspections and treatments taking into consideration the proximity of residential homes that require services. The PA may authorize the contractor to contact identified individuals directly concerning scheduling.

### 4. Tasks/Deliverables

The Contractor must furnish all supervision, labour, materials, and equipment necessary for inspection and treatments and must complete the following tasks and deliverables over the course of the call-up..

Reports and quotation must be submitted to the Project Authority (PA) or authorized representative(s) by email for faster turn-around.

1. Coordinate with the Project Authority (PA) or authorized representative(s) to schedule the inspection(s).
2. Inspect the identified residential homes and vehicles to determine the presence of bed bugs and submit written inspection report within twenty-four (24) hours following completion of inspection. If treatment is required, the Contractor must submit quotation using the provided form (together with the inspection report) in accordance with Annex B, Basis of Payment. The Contractor must provide the identified individual with written instructional material that pertains to bed bug prevention.
3. If required and upon approval of the PA, conduct treatment measures in the identified residential homes and vehicles in accordance with the schedule agreed upon with the PA or the identified individual identified in the call up and submit a status report within twenty-four (24) hours after completion of treatment.
4. If required and upon approval of the PA, conduct a follow-up inspection of the residential homes and vehicles in accordance with the schedule agreed upon with the with the PA or the identified individual and submit a written status report within twenty-four (24) hours after completion of follow-up inspection.

## EN578-201971

### 5. Reporting

Following completion of inspection, treatment and follow-up inspection (if required) of each identified residences and vehicles, the Contractor must submit a Status Report to the Project Authority. The report must include the following:

1. Date inspection or treatment was completed;
2. Address where the inspection took place;
3. Number of rooms inspected or treated;
4. Number of vehicles inspected or treated; and
5. Name of the identified individual for which the work was conducted
6. Status of bed bug presence

### 6. Staffing

6.1 The Contractor certifies that its employees will be available to commence performance of the work from the issuance of Standing Offer date and will remain available to perform the work in relation to the fulfillment of this requirement.

6.2 All Contractor's personnel must possess proper identification and valid Pesticide Structural Class 2 Exterminator while on identified premises of call-up. Contractor's personnel must notify the individual residing at identified residence when arriving and leaving work premises.

### 7. Regulations

Contractor must retain a valid Pest Control Operators license issued by the Provincial Ministry of Environment having jurisdiction.

Pesticide Structural Class 2 Exterminator licensed by the Provincial Ministry of Environment having jurisdiction must apply all pesticides used.

Contractor must perform all work in accordance with the latest revisions of the following acts and regulations.

Federal:

- Federal Pest Control Products Act
- Federal Pest Control Products Regulations

Province of Ontario:

- Pesticide Act
- Regulation 63

Province of Quebec:

- Pesticides Act R.S.Q., c. P-9.3
- Pesticides Management Code O.C. 331-2003

Contractor must abide by latest requirements that are put in place by Provincial and Federal Governments. From time to time laws and regulations change and as such the Contractor will adopt and put in place any changes to the Deliverables. "

### 8. Health and Safety

The Contractor must adhere to all health and safety measures pertaining to accident prevention and fire hazards recommended by National and Provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures. In addition, the Contractor must have his staff adequately trained to ensure that his personnel are qualified to perform the pest control operations in accordance with the pest control regulations for the province of Ontario or Quebec.

## EN578-201971

The Contractor must ensure that all equipment used to perform the services meets the pest management regulations standards. The Contractor will be responsible to supply suitable replacement equipment within one working day.

The Contractor must ensure that all products used in the work place are environmentally friendly and are registered under the Federal Pest Control Products Act (PCP Act) and under Provincial Pesticide Law.

The Contractor must observe all safety precautions throughout the performance of each call-up. All work must comply with the applicable requirements of Federal and Provincial law, regulations, City ordinances and policies. All work must comply with applicable provincial and municipal safety and health requirements. The Contractor must be responsible to provide to all his employees appropriate training as per Federal and Provincial laws regulating the Workplace Hazardous Materials Information Systems (WHMIS). The Contractor must ensure that controlled products used, stored, handled or disposed of in the workplace are properly labeled and also be classified according to the Workplace Hazardous Materials Information Systems (WHMIS).

### 9. Service Standards

- 9.1 The Contractor will be advised by the Project Authority, in writing, of the name(s) of the identified individuals and their address to receive services in each call-up.
- 9.2 The Contractor must provide services between the hours of 8:00 am and 7:00pm, five (5) days per week (Monday to Friday), excluding holidays. On a case by case basis and depending on demand and volume, the Contractor may be required to provide services on weekends and holidays at no additional cost to Canada. During this time, hours of work are to be agreed upon by the PA or the identified individual and the Contractor.
- 9.3 *Inspection Services*
  - a. Upon receipt of a request for services, the Contractor's representative must respond to the Project Authority within twenty-four (24) hours with a proposed schedule to perform the initial inspections. The Project Authority will confirm acceptance of the proposed schedule for the identified individual and will grant written approval to the Contractor's representative to proceed.
  - b. The Contractor's representative must take the necessary measures to complete the work within the scheduled time. No changes to the schedule will be permitted unless otherwise approved by the Project Authority.
- 9.4 *Treatment Services*
  - a. The Contractor's representative must submit an Inspection Report to the Project Authority within twenty-four (24) hours following completion of the inspection. The report must indicate what treatment measures are required to eliminate the presence of the bed bugs (if applicable).
  - b. Once approved by the Project Authority or authorized representative, the Contractor must coordinate with the PA or the identified individual to establish the date and time of the treatment. .
- 9.5 *Follow-up Inspection, if required*
  - a. If required, the Contractor must conduct a follow-up inspection and coordinate with the PA or the identified individual to establish the date and time of the follow-up

## **EN578-201971**

inspection. Follow-up inspection will be paid in accordance with Annex B, Basis of Payment.

- b. The Contractor must submit a Status Report to the Project Authority twenty-four (24) hours following the completion of the Inspection. The report must indicate whether or not further treatment is required.

### **10. Limitations and Constraints**

- 10.1 The services must not displace the homeowners for longer than the prescribed length of time in accordance with health and safety standards prescribed in residential pesticide treatments.
- 10.2 The Contractor must conduct cleaning and disposal operations in accordance with all Federal, Provincial or Municipal regulatory requirements and guidelines for environmental protection.
- 10.3 The Contractor must keep the site of the work tidy at all times, debris must not be allowed to accumulate.

### **11. Official Languages**

The Contractor's resources must be able to conduct the services in both English and French.

### **12. Location of Work**

The Contractor must be able to provide pest inspection and treatment services at residential locations located in the National Capital Region as defined in section 2 and surrounding areas.

### **13. Travel**

Travel within the NCR will be required at no additional cost to the contract.

On occasion travel may be required to surrounding areas outside of the NCR in which payment will be made in accordance with Annex B, Basis of Payment.

EN578-201971

Annex B

Basis of Payment

The Offeror must complete Annex B (no modification permitted) and include it in its financial offer. Incomplete or modified table will not be accepted and will render the offer non-compliant. The offeror must propose firm all-inclusive prices, GST/HST extra, for all line items listed below. The firm all-inclusive prices must include profit, overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, office supplies, other operating costs and the total cost of all travel and living expenses for work located within the National Capital Region (NCR)

Requirement	Unit Price				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>1. Initial Residential inspection:</b> Includes inspection of entire residence (e.g. apartments, condominiums and multi-story homes); and inspection report	\$	\$	\$	\$	\$
<b>2. Initial inspection of personal vehicle/s:</b> May include 1 or more vehicles; and inspection report	\$	\$	\$	\$	\$
<b>3. Initial Residential Treatments:</b> residential treatment for one (1) bedroom including 60 days warranty and a status report.	\$	\$	\$	\$	\$
<b>4. Residential follow-up inspection (if required):</b> Rate includes follow-up inspection after treatment and a status report	\$	\$	\$	\$	\$
<b>5. Additional Room Treatment:</b> Treatment of rooms not included in the initial residential treatment. Rate includes a status report and 60 days warranty	\$	\$	\$	\$	\$
<b>6. Treatment per vehicle:</b> Rate includes a status report and 60 days warranty	\$	\$	\$	\$	\$
<b>7. Vehicle follow-up inspection (if required):</b> Rate includes follow-up inspection after treatment and a status report	\$	\$	\$	\$	\$
<b>8. Subsequent Residential Treatment per room:</b> If further bed bug activity is found after the warranty period is over. Rate includes a status report and 60 days warranty	\$	\$	\$	\$	\$
<b>9. Subsequent vehicle Treatment per vehicle if</b> further bed bug activity is found after the warranty period. Rate includes 60 days warranty and status report	\$	\$	\$	\$	\$
<b>Yearly Total</b>	\$	\$	\$	\$	\$
<b>Grand Total</b>	\$				

## EN578-201971

The following is the Travel & Living Clause that is applicable for Call-ups issued:

1. Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for services provided within NCR (see definition of NCR in the SOW).
2. For Services provided outside of NCR, the Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.
3. Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
4. All travel must have the prior authorization of the Identified User. The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

### Definitions:

- 1) Room – a room can be defined as a bedroom with one or more closets and a bathroom; bedroom with closet; \*family room; \*living room; \*dining room; \*office; and \*kitchen. \*If any of these rooms does not have a wall separating 2 or 3 rooms, it will be counted as one (1) room. Example: living and dining room = 1 room; kitchen and family/living room = 1 room; family/living, dining and kitchen = 1 room.
- 2) Treatment – treatment of hallways, bathrooms and closets (if required) must be included with no additional cost to the contract. Example: if a treatment is required for entire level of a home with 3 bedrooms, adjacent hallway, linen closet and a laundry room the entire level must be calculated as initial treatment (*item 3 above*) plus two (2) additional room treatment (*item 5 above*).
- 3) Vehicle - a machine owned by the affected individual such as a car, van, or truck which has an engine and is used to carry people from place to place.

ANNEX "C"

INSURANCE REQUIREMENTS

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 \$5,000,000 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.

**EN578-201971**

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. 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.

### **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.

### **Environmental Impairment Liability Insurance**

1. The Contractor must obtain "Contractors Pollution Liability" insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The "Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

**ANNEX "D" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

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

**Annex E - Quarterly Usage Report  
EN578-201971  
GENERAL INSTRUCTIONS**

**Introduction**

The Government of Canada (GC) requires the Contractor to provide the following Periodic Usage Report to the Standing Offer (SO) Authority on a quarterly basis.

**Response Due Date**

Your cooperation in returning the completed report by the appropriate date is **MANDATORY**.

<b>Quarter</b>	<b>Period to be Covered</b> <small>(dates will be modified prior to issuance of Standing Offers)</small>	<b>Due on or before</b> <small>(dates will be modified prior to issuance of Standing Offers)</small>
1st	October 1 to December 31	January 15
2nd	January 1 to March 31	April 15
3rd	April 1 to June 30	July 15
4th	July 1 to September 30	October 15

**Returning the Completed Report**

Please e-mail the completed report to [francois.rosso@tpsgc-pwgsc.gc.ca](mailto:francois.rosso@tpsgc-pwgsc.gc.ca)

*Please don't forget to use the title "Quarterly Usage Report" and the reporting period in the subject line of your e-mail. Contractor is encourage to attach worksheet "2", "Information Sheet and Summary" when submitting quarterly usage report.*

**Complete All Questions**

Contractor must complete all applicable portions of the report.

**Currency**

Please state all monetary values in Canadian dollars (CDN).

**Changing the Format**

Contractor must not modify the format of this report. Should you have any suggestions about the format, please forward it by e-mail to [francois.rosso@tpsgc-pwgsc.gc.ca](mailto:francois.rosso@tpsgc-pwgsc.gc.ca)

**Questions**

Should you need further clarification, please forward your question by e-mail to [francois.rosso@tpsgc-pwgsc.gc.ca](mailto:francois.rosso@tpsgc-pwgsc.gc.ca)

**Summary of Table**

<b>Field</b>	<b>Description</b>
<b>Call-up number</b>	Unique number for the contract, as identified on page 1 of the contract.
<b>Call-up Amendment number</b>	The number of the call-up amendment, such as: amendment 1, amendment 2, etc.
<b>Issuance date of the Call-up</b>	Date that the Call-up/amendment is issued to the supplier.
<b>Start date</b>	Date the resource/services started engagement
<b>End date</b>	Date the resource/services ended (or will end) engagement/completion date
<b>Project Description</b>	Brief description of the work contracted.
<b>Client Department/Contact Information</b>	Information should include the contact name, e-mail and telephone number
<b>Call-up Value (or amendment value)</b>	The value of the call-up (Applicable Taxes inc), as identified on page 1 of the call-up. Or the increase or decrease value for the amendment
<b>Notes</b>	Indicate any comments or notes, if necessary

Annex E  
**Quarterly Usage Report**  
 EN578-201971

SO N°: EN578-201971		Period to be covered: _____						
SO Title : hazardous materials, indoor air quality and other occupational hygiene assessments		PWGSC SO Authority: Francois Rosso						
Call-up No.	Call-up amend't no.	Issuance date of the Call-up or Amend't (YYYY-MM-DD)	Start date of the Call-up (YYYY-MM-DD)	End date of the Call-up (YYYY-MM-DD)	Project Description	Location/Building Name	Client contact information (name, e-mail and tel.#)	Call-up Value or amend't value (taxes included)
1								\$
2								\$
3								\$
4								\$
5								\$
6								\$
7								\$
8								\$
9								\$
10								\$
11								\$
12								\$
13								\$
14								\$
15								\$
16								\$
17								\$
18								\$
19								\$
20								\$
21								\$
22								\$
23								\$
24								\$
25								\$
26								\$
<b>Total value of call-up for this quarter (i)</b>								\$
<b>Cumulative call-ups for previous periods (ii)</b>								\$
<b>Total value of call-up to date = (i) + (ii)</b>								\$

Prepared by: *(Insert company name and individual's name preparing this report)*