

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

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

**800 Burrard Street, Room 219**

**800, rue Burrard, pièce 219**

**Vancouver, BC V6Z 0B9**

**Bid Fax: (604) 775-7526**

## 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

219 - 800 Burrard Street

800, rue Burrard, pièce 219

Vancouver, BC V6Z 0B9

<b>Title - Sujet</b> Prohibited Goods Disposal	
<b>Solicitation No. - N° de l'invitation</b> 47890-212207/A	<b>Date</b> 2020-01-10
<b>Client Reference No. - N° de référence du client</b> 47890-212207	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$VAN-799-8724
<b>File No. - N° de dossier</b> VAN-9-42198 (799)	<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 2020-02-24</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dunsmore, Adrienne	<b>Buyer Id - Id de l'acheteur</b> van799
<b>Telephone No. - N° de téléphone</b> (604)351-7735 ( )	<b>FAX No. - N° de FAX</b> (604)775-7526
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CANADA BORDER SERVICES AGENCY 525 HAMILTON ST. VANCOUVER British Columbia V6B2R1 Canada	
<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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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47890-212207/A  
Client Ref. No. - N° de réf. du client  
47890-212207

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

Buyer ID - Id de l'acheteur  
VAN799  
CCC No./N° CCC - FMS No./N° VME

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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 Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity – Certification.

### **1.2 Summary**

- 1.2.1 Canada Border Services Agency (CBSA) requires the collection and transportation of prohibited agricultural goods and seized and abandoned CBSA goods on a regular and “as and when requested” basis to the Metro Vancouver Waste-to-Energy Facility in Burnaby, British Columbia, for disposal by incineration. Services are required throughout the Metro Vancouver Regional District and the Fraser Valley Regional District. The requirement is for two (2) 2-year Regional Individual Standing Offers with an irrevocable option to extend for 2 additional 1-year option periods.
- 1.2.2 The Request for Standing Offers (RFSO) is to establish Regional Individual Standing Offers for the requirement detailed in the RFSO, to the Identified Users in British Columbia excluding locations that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCA areas will have to be treated as a separate procurement, outside of the resulting standing offers.

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

### **1.3 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 Pacific Region the email address is:

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

Facsimile number: (604) 775-7526

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

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

## **2.5 Applicable Laws**

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

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



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## 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 (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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 must confirm compliance with the mandatory requirements, and should explain how they will meet said requirements.

## **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 "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" 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**

Offers must confirm compliance with the mandatory technical requirements described in Annex "A" – Statement of Work.

#### **4.1.2 Financial Evaluation**

##### **4.1.3.1 Evaluation of Price – Offer**

Offerors must submit their price/rate proposal as outlined in Annex "B". Failure to do so will result in the offer being considered non-responsive and not considered for Standing Offer award.

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

### **4.2 Basis of Selection**

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

*SACC Manual* Clause [M0031T](#) (2007-05-25) Basis of Selection – Mandatory Technical Criteria Only.

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## 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**

There is no security requirement applicable to the Standing Offer.

### **6.2 Financial Capability**

*SACC Manual* clause [M9033T](#) (2011-05-16) Financial Capability

### **6.3 Insurance Requirements**

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

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

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

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

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

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 entitled "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:

- 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 30 calendar days after the end of the reporting period.

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

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

The period for making call-ups against the Standing Offer is from April 1, 2020 to March 31, 2022.

##### **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 two (2) additional one-year periods, from under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 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)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified User in British Columbia, excluding locations subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCA areas will have to be treated as a separate procurement, outside of the standing offer.

#### **7.4.4 Delivery Points**

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

### **7.5 Authorities**

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

The Standing Offer Authority is:

Name: Adrienne Dunsmore  
Title: Supply Officer  
Organization: Public Works and Government Services Canada, Acquisitions Branch  
Address: 219 – 800 Burrard st, Vancouver, BC V6Z 0B9  
Telephone: (604) 351-7735  
Facsimile: (604) 775-7526  
E-mail address: Adrienne.dunsmore@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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Canada Border Services Agency.

## 7.8 Call-up Procedures

### 7.8.1 Right of First Refusal

**7.8.3.1** The only authorized method of allocation of call-ups against the standing offer is described below:

The method of allocation is based on the "right of first refusal." Identified User's must place call-ups to the highest ranked Offeror. If the Offeror is unable to meet the requirement or does not have the available resources to fulfill the particular requirement, the Identified User may proceed with the next highest ranked Offeror until its requirement is fulfilled.

Offerors contacted will have the time indicated by the Identified User to confirm whether they are able to meet the requirement. This period of time is at the discretion of the Identified User, but must be indicated on the request for availability.

### 7.8.3.2 Order of Ranking

*(To be completed upon the issuance of Standing Offers.)*

\_\_\_\_ (number will be entered when the Standing Offers are issued) Standing Offers pursuant to PWGSC Request for Standing Offers number XXXXX have been issued for geographical area XXXXX. The order of ranking of Offerors is as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_

The order of ranking is used to issue Call-ups as per the Call-up procedures.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

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 \$25,000.00 (Applicable Taxes included).

### 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200,000.00 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 3 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 "D", Insurance Requirements;
- h) 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*).

### 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.

#### **7.14 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.

### **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

#### **7.1 Statement of Work**

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

#### **7.2 Standard Clauses and Conditions**

##### **7.2.1 General Conditions**

2010C (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

*Insert the following clause when payment by credit cards is accepted by the Offeror.*

Section \_\_\_\_\_ (*insert section number*) Interest on Overdue Accounts, of \_\_\_\_\_ (*insert the number, date and title of applicable general conditions*) will not apply to payments made by credit cards.

#### **7.3 Term of Contract**

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

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

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

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

## **7.5 Payment**

### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "B". Customs duties are included and Applicable Taxes are extra.

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

### **7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. 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 Terms of Payment**

[H1001C](#) (2008-05-12) Multiple Payments

### **7.5.4 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)

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## 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;
  - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the following address 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 "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**

### **COLLECTION, TRANSPORTATION AND DISPOSAL OF PROHIBITED AGRICULTURAL GOODS AND SEIZED AND ABANDONED CBSA GOODS**

#### **SCOPE**

Canada Border Services Agency (CBSA) requires the collection and transportation of prohibited agricultural goods and seized and abandoned CBSA goods on a regular and "as and when requested" basis to the Metro Vancouver Waste-to-Energy Facility in Burnaby, British Columbia, for disposal by incineration. Services are required throughout the Metro Vancouver Regional District and the Fraser Valley Regional District. The requirement is for two (2) 2-year Regional Individual Standing Offers with an irrevocable option to extend for 2 additional 1-year option periods.

Note: The Metro Vancouver Waste-to-Energy Facility (WTEF) is operated by Covanta Burnaby Renewable Energy Inc. and is located at 5150 Riverbend Dr. Burnaby, BC (Phone: 604-432-6200). The WTEF is pre-approved by both the Canadian Food Inspection Agency (CFIA) and CBSA. No other disposal method is acceptable without prior CBSA and CFIA approval.

This Statement of Work consists of two parts. Part A will delineate the services required for the collection, transportation and disposal of prohibited agricultural goods; Part B will delineate the services required for the collection, transportation and disposal of seized and abandoned CBSA goods.

#### **PART A - PROHIBITED AGRICULTURAL GOODS**

Agricultural goods that are prohibited entry into Canada and have been abandoned at Ports of Entry (POE) (including but not limited to produce, firewood, dairy products) must be incinerated as per the Canadian Food Inspection Agency guidelines for disposal of international waste, at the WTEF.

The Offeror must comply with the following mandatory specifications:

#### **REQUIREMENTS**

The Offeror must:

- A.1 collect prohibited agricultural goods from Ports of Entry (POE) as listed in Table A.1 – Ports of Entry, and transport said goods directly to the WTEF, using the most time-efficient route possible, every Tuesday. The Project Authority retains the right to change the day of weekly service to another mutually agreed upon day of the week, should loading/transportation requirements change.
- A.2 be available on demand for increased frequency of service as volumes dictate, on an "as and when requested" basis.
- A.3 provide all labour, materials, and equipment required to complete the work in accordance with the Standing Offer.
- A.4 hand load the truck and conduct any other necessary tasks to ensure the proper handling and transportation of the goods.
- A.5 provide any supervision its personnel may require to complete the work in accordance with the Standing Offer. CBSA is not responsible for and will not participate in said supervision.

- A.6 transport the goods in a leak-proof truck.
- A.7 not store any prohibited agricultural goods overnight.
- A.8 submit a Restricted Goods Manifest to each Port of Entry for every shipment; a copy of the Manifest(s) must be also be submitted to CBSA with every invoice.
- A.9 submit a WTEF Certificate of Destruction to CBSA with every invoice.
- A.10 be approved by CFIA as an approved hauler of international waste.
- A.11 have and maintain unrestricted access to the WTEF for the length of the Standing Offer, including option years.

The Offeror should:

- A.12 have a minimum 2 years of experience in work of similar scope.

Table A.1: Ports of Entry

Ports of Entry	
1	Abbotsford-Huntingdon 2 Sumas Way Abbotsford, BC, V2S 8B7
2	Aldergrove #10 Highway 13 Aldergrove, BC, V4W 2L8
3	Pacific Highway #28 – 176 <sup>th</sup> Street Surrey, BC, V3S 9R9
4	Douglas 220 Highway 99 Surrey, BC, V3Z 9N7
5	Boundary Bay 4 56 <sup>th</sup> Street Delta, BC, V4L 1Z2
6	Cruise Ships 999 Canada Place (Cruise ship terminal) Vancouver, BC, V6C 3E1
7	Amtrak 1150 Station Street Vancouver, BC, V6A 4C7

Estimated average service: 200-300 kg/week. **This is an estimate only and must not be taken as a guarantee of future work.**

## **PART B – SEIZED AND ABANDONED CBSA GOODS**

Seized and abandoned CBSA goods that meet the requirements of destruction by incineration, must be destroyed under CBSA control at the WTEF.

A CBSA representative must escort all shipments to ensure compliance with CBSA policy, procedures and regulations including but not limited to the Customs Act. The CBSA representative will board the Offeror's vehicle outside the WTEF, and ride inside the Offeror's vehicle into the WTEF to monitor unloading.

CBSA retains the right to review maintenance plans for any vehicles and/or equipment used by the Offeror for service provision for the duration of the Standing Offer.

The Offeror must comply with the following mandatory specifications:

## REQUIREMENTS

The Offeror, on an "as and when requested" basis, must:

- B.1 collect seized and abandoned CBSA goods from a central CBSA location and transport said goods directly to the WTEF, using the most time-efficient route possible.
- B.2 provide all labour, materials, and equipment required to complete the work in accordance with the Standing Offer.
- B.3 hand load the truck and conduct any other necessary tasks to ensure the proper handling and transportation of the goods.
- B.4 provide any supervision its personnel may require to complete the work in accordance with the Standing Offer. CBSA is not responsible for and will not participate in said supervision.
- B.5 transport the goods in a truck with a roll-off leak proof bin measuring 30 cubic yards at minimum, and 40 cubic yards at maximum.
- B.6 submit a Restricted Goods Manifest to the CBSA escort following the disposal of every shipment; a copy of the Manifest must also be submitted to CBSA with every invoice.
- B.7 submit a WTEF Certificate of Destruction to the CBSA escort following the disposal of every shipment; a copy of the Certificate must also be submitted to CBSA with every invoice.
- B.8 have and maintain unrestricted access to the WTEF for the length of the Standing Offer, including option years.

Estimated average service: 10 – 12 service days per year; 1500 – 5000 kg/day. **This is an estimate only and must not be taken as a guarantee of future work.**

## ANNEX "B" - BASIS OF PAYMENT

The prices are in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

**The cost of incineration must be included in the price / kg.**

Note that the bid prices will not be subject to any future adjustments (such as increases in the Consumer Price Index). It is the sole responsibility of the Bidder to consider potential increases in the costs associated with overhead, materials, delivery, etc.

Note that the following estimated quantities are **ESTIMATES ONLY** and do not represent a guarantee of future call-ups.

Item	Estimated Usage	Year 1	Year 2	Option Year 1	Option Year 2	Extended Totals
	A	B	C	D	E	<i>A multiplied by (B + C + D + E)</i>
<b>Goods</b>	40,000 kg	\$____ / kg	\$____ / kg	\$____ / kg	\$____ / kg	\$_____
<b>Truck &amp; Driver</b>	350 hrs	\$____ / hr	\$____ / hr	\$____ / hr	\$____ / hr	\$_____
<b>EVALUATED TOTAL</b>						\$_____



Solicitation No. - N° de l'invitation  
47890-212207/A  
Client Ref. No. - N° de réf. du client  
47890-212207

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

Buyer ID - Id de l'acheteur  
VAN799  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "C" 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 "D" - INSURANCE REQUIREMENTS

### 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.

**Send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice*

Solicitation No. - N° de l'invitation  
47890-212207/A  
Client Ref. No. - N° de réf. du client  
47890-212207

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

Buyer ID - Id de l'acheteur  
VAN799  
CCC No./N° CCC - FMS No./N° VME

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*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.

## FORM A: BID SUBMISSION FORM

<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003]		
<b>Board of Directors</b> Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.		
<b>Jurisdiction of Contract</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
<b>Signature of Authorized Representative of Bidder</b>		

## FORM B: SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM

### 1. GENERAL INSTRUCTION

- 1) Bidders are requested to indicate opposite each specification under **MANDATORY SPECIFICATIONS**, in the right hand margin under **Comply**, whether or not the services being offered meets / does not meet the requirements.
- 2) It will be to your advantage to furnish as much detail as possible to support the specifications your comments / claims of compliance for each specification.
- 3) The Crown is under NO obligation to seek clarification of the bid(s) or the supporting technical documentation provided. Bidders should note that failure to demonstrate any capability to which they claim compliance will result in their proposal being considered non-responsive. Any deviation is to be clearly identified and supported with full details.

Refer to **PART 3 - OFFER PREPARATION INSTRUCTIONS, 3.1 Offer Preparation Instructions, Section I: Technical Offer.**

OFFEROR'S RESPONSE			
MANDATORY SPECIFICATION		COMPLY	
		Yes	No
<b>PART A - PROHIBITED AGRICULTURAL GOODS</b>			
<b>REQUIREMENTS</b>			
<b>The Offeror must:</b>			
A.1	collect prohibited agricultural goods from Ports of Entry (POE) as listed in Table A.1 – Ports of Entry, and transport said goods directly to the WTEF, using the most time-efficient route possible, every Tuesday. The Project Authority retains the right to change the day of weekly service to another mutually agreed upon day of the week, should loading/transportation requirements change.		
A.2	be available on demand for increased frequency of service as volumes dictate, on an "as and when requested" basis.		
A.3	provide all labour, materials, and equipment required to complete the work in accordance with the Standing Offer.		
A.4	hand load the truck and conduct any other necessary tasks to ensure the proper handling and transportation of the goods.		
A.5	provide any supervision its personnel may require to complete the work in accordance with the Standing Offer. CBSA is not responsible for and will not participate in said supervision.		
A.6	transport the goods in a leak-proof truck.		
A.7	not store any prohibited agricultural goods overnight.		
A.8	submit a Restricted Goods Manifest to each Port of Entry for every shipment; a copy of the Manifest(s) must be also be submitted to CBSA with every invoice.		
A.9	submit a WTEF Certificate of Destruction to CBSA with every invoice.		
A.10	be approved by CFIA as an approved hauler of international waste.		
A.11	have and maintain unrestricted access to the WTEF for the length of the Standing Offer, including option years.		

OFFEROR'S RESPONSE			
MANDATORY SPECIFICATION		COMPLY	
		Yes	No
The Offeror should:			
A.12	have a minimum 2 years of experience in work of similar scope.		
<b>PART A – SEIZED AND ABANDONED CBSA GOODS</b>			
<b>REQUIREMENTS</b>			
<b>The Offeror, on an “as and when requested” basis, must:</b>			
B.1	collect seized and abandoned CBSA goods from a central CBSA location and transport said goods directly to the WTEF, using the most time-efficient route possible.		
B.2	provide all labour, materials, and equipment required to complete the work in accordance with the Standing Offer.		
B.3	hand load the truck and conduct any other necessary tasks to ensure the proper handling and transportation of the goods.		
B.4	provide any supervision its personnel may require to complete the work in accordance with the Standing Offer. CBSA is not responsible for and will not participate in said supervision.		
B.5	transport the goods in a truck with a roll-off leak proof bin measuring 30 cubic yards at minimum, and 40 cubic yards at maximum.		
B.6	submit a Restricted Goods Manifest to the CBSA escort following the disposal of every shipment; a copy of the Manifest must also be submitted to CBSA with every invoice.		
B.7	submit a WTEF Certificate of Destruction to the CBSA escort following the disposal of every shipment; a copy of the Certificate must also be submitted to CBSA with every invoice.		
B.8	have and maintain unrestricted access to the WTEF for the length of the Standing Offer, including option years.		