



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

Manitoba

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government
Services Canada

We hereby offer to sell to Her Majesty the Queen in right
of Canada, in accordance with the terms and conditions
set out herein, referred to herein or attached hereto, the
goods, services, and construction listed herein and on any
attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services
Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la
Reine du chef du Canada, aux conditions énoncées ou
incluses par référence dans la présente et aux annexes
ci-jointes, les biens, services et construction énumérés
ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

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/Réception
des soumissions Travaux publics et Services gouvernementaux
Canada

Government of Canada Building
101 - 22nd Street East

Suite 110

Saskatoon

Saskatche

S7K 0E1

Title - Sujet Portable Latrine and Septic Service	
Solicitation No. - N° de l'invitation W684E-21ES13/A	Date 2021-01-06
Client Reference No. - N° de référence du client W684E-21ES13	
GETS Reference No. - N° de référence de SEAG PW-\$STN-205-5420	
File No. - N° de dossier STN-0-43103 (205)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Standard Time CST on - le 2021-02-09 Heure Normale du Centre HNC	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Baessler, Nancy	Buyer Id - Id de l'acheteur stn205
Telephone No. - N° de téléphone (306) 241-2826 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: REAL PROPERTY OPERATIONS SECTION EDMONTON REAL PROPERTY OPERATIONS UNIT WEST PO BOX 10500, STATION FORCES EDMONTON Alberta T5J4J5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, 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 Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task DND 626 Task Authorization Form and any other annexes.

1.2 Summary

The Department of National Defence (DND), Canadian Forces Base (CFB) Edmonton has a requirement for the monthly rental AND "as and when required" rental of portable latrines with hand sanitizer dispensers, hand wash stations and servicing of septic tanks.

The estimated period of the contract is three (3) years plus two (2) one (1) year option periods.

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

PWGSC Western Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:
roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca

Note: Bids 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 [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

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- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

Bids transmitted by facsimile or hardcopy will not be accepted.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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, bidders 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 Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

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3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “F” Electronic Payment Instruments, to identify which ones are accepted.

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

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

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Bid must meet all of the requirements specified in Annex "A", Statement of Work.

4.1.2 Financial Evaluation

The costs for the items in Annex "B" will be added together to obtain the TOTAL EVALUTED PRICE.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity 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 Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 specified will render the bid 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 Bidder 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 - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

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PART 6 – INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex “C”.

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

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.1.1 Task Authorization Process

1. The Procurement Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form" specified in Annex "E".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Procurement Authority within seven (7) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Procurement Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.1.2 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of **\$50,000.00** Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10 percent (10%) of the Maximum Contract Value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with

paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "D". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.1.1.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Department of National Defence (DND), Canadian Forces Base (CFB) – Edmonton. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

7.2.1 General Conditions

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from **2021-05-01** to **2024-04-30** inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nancy Baessler, Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch

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Saskatoon, SK

Telephone: 306 241 2826
E-mail address: nancy.baessler@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is:

To be determined.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative (To be Completed by Bidder)

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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 Annex "B", Basis of Payment: 1) Scheduled Work

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex "B" for a cost of \$ _____.
(inserted at contract award). 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.

7.7.1.2 Annex "B", Basis of Payment: 2) Unscheduled Work

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex "B" as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 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

7.7.3 Method of Payment

SACC Manual clause [H1008C](#) (2008-05-12), Monthly Payment

7.7.4 Electronic Payment of Invoices – Contract

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

To be Determined

7.7.5 SACC Manual clauses

[A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department
[C0705C](#) (2010-01-11), Discretionary Audit

7.8 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.
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

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

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 Articles of Agreement;
- (b) the general conditions [2035](#) (2020-05-28), General Conditions - Higher Complexity - Services
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____.

7.12 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.13 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.

7.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF WORK

Work under this contract shall consist of:

1. a) the monthly rental of 21 portable latrines, complete with hand sanitizer dispensers, on an annual basis, to include twice per week servicing, (Monday & Thursday or Tuesday & Friday) to be completed prior to 8:00 AM for the ATS weapons range and 9:30 AM for the remainder of units in the training area and on Base, invoiced monthly;
- b) additional portable latrines, complete with hand sanitizer dispensers, on an "as and when requested" basis, by the day, week or month, with servicing on an "as and when requested" basis, for possible emergency water main breaks and water shutdowns (separately invoiced after completion of the rental /servicing period and removal of units)
2. Rental of hand wash stations by the day, week or month, on an "as and when requested" basis, (invoiced after completion of the rental / servicing period and removal of units) for possible emergency water main breaks and water shutdowns.
3. Weekly servicing of two septic tanks located at Bldg. 409 (Range Control Access) & Bldg. 322 (Ablution Bldg. at ATS weapons range), invoiced monthly.

All items listed above are located within the confines of CFB Edmonton, Alberta, exact locations to be determined by the Site Authority.

As and when requested units may also be required at Cardiff transmitter site and Riverbend receiver site in an emergency.

The Contractor shall be responsible for:

- 1) Delivery and set-up of units at locations determined by the Site Authority,
- 2) Provision of phone number manned 24 / 7 for rentals during water main breaks and other emergency requirements, with a 4 hour response time of a minimum of 20 portable latrines on location,
- 3) Pick-up of unit / units at completion of rental period,
- 4) Pick-up of unit / units for warranty service,
- 5) All licensing or certification, (Provincial / Municipal), as required,
- 6) All regular maintenance,
- 7) Supply of replacement unit to replace units removed for repairs for a period greater than 24 hours,
- 8) Supply of all paper products, chemicals, deodorants and hand sanitizer liquid required for both summer and winter use as per General Instructions for Servicing (below), and
- 9) Disposal of all waste material i.e. sewage / grey water, at an accredited sewage treatment facility.

General Instructions for Servicing of units:

- 1) Sanitation spraying is to be done each time unit is serviced.
- 2) All servicing materials, paper products, hand sanitizer liquid and equipment are the responsibility of the Contractor

- 3) Cleaning operations are to be conducted in compliance with all Federal, Provincial and Municipal codes, ordinances and anti-pollution laws
- 4) Site is to be cleaned when the units are removed.

The Department of National Defence shall be responsible for:

- 1) Using the units with reasonable care.
- 2) Ensuring access for service trucks to unit sites, i.e. snow removal etc.

Fire Safety / Environmental Protection Requirements:

Due to the unique working environment that may be encountered on the Base, DND Contract Officer/Inspector will co-ordinate for Fire/Orientation brief. Contractors will be briefed prior to any work being issued.

The Contractor will be responsible for ensuring that their employees are familiar with and observe all Fire Safety Requirements and rules and all Environmental Protection Plans, which are in effect at the Department of National Defence Site. Fire Safety and Environmental Protection Requirements will be provided to the authorized Contract holder by DND.

Perform all work in accordance with the latest Environmental Protection Act, and Federal Fisheries Act, and all other applicable Federal, Provincial and Municipal Codes pertaining to the trades involved in this specification.

Contractor's Use of Site:

Exclusive and complete use of the sites for the execution of the work except as follows:

- 1) Movement around the site shall be subject to restrictions imposed by the Base Commander;
- 2) Sites shall not be unreasonably encumbered with materials and equipment; and,
- 3) Stored products or equipment that interferes with operations shall be moved.

Materials and Equipment:

The Contractor is responsible for maintaining all vehicles and equipment. Repairs and all other operating costs of the equipment are the Contractors responsibility. Vehicles with leaking Hydraulic equipment will be denied access to DND Sites at the discretion of the Site Authority. Unless otherwise specified, the Contractor shall comply with the manufacturers latest printed instructions for materials and installation methods.

Notify Site Authority in writing of any conflict between these specifications and manufacturers instructions so that the Site Authority can designate which specification is to be followed.

Delivery And Storage:

The Contractor will prevent damage, adulteration and soiling of units during delivery, handling and storage and will immediately remove rejected units from the site.

Service Trucks:

The service truck shall be equipped with the following equipment:

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-
- 1) pressurized water system and holding tank with fresh water for hosing down complete inside of units; and,
 - 2) holding tank for chemical waste.

***** Note*****

A four-wheel drive service / delivery vehicle may be required to service and / or drop off and pick up units within the training area.

Location of year round latrines:

- 6 units – ATS Weapons Range (Training Area)
- 3 units – White route - driver training area, rappel tower & FIBUA bldg.
- 2 units – Gas Hut (Training Area)
- 2 units – Urban Ops (Training Area)
- 2 units – Area “D” South of 195th Ave on 82nd Street
- 2 units – Bldg 301 (Close Quarter Battle training area)
- 2 units – UOTS site (New Urban Ops Training Area)
- 1 unit – Bldg 401 (Refuelling Point)
- 1 unit – Bldg 146 (Fuel Pumphouse, 2 Hanger)

Location of septic tanks:

- Bldg 322 – ATS Weapons Range (Training Area)
- Bldg 409 – Range Control Access bldg (Training Area)

ANNEX "B"

BASIS OF PAYMENT

- 1) Rates quotes to include all delivery, removal, supplies, travel time, expenses, and all transportation charges from Contractor's outlet to the DND sites and return to Contractor's outlet at the end of rental period. No additional charges will be accepted by DND.
- 2) Rates are to remain firm for the period of the contract.
- 3) Extra service call charges for "as and when requested" services will not be charged for services perform on a day when regularly scheduled services are performed.
- 4) GST is not to be included in the unit prices but will be added to any invoice issued against the contract.
- 5) Emergency rentals / servicing shall be invoiced separately and the end of the rental / servicing period.
- 6) Pricing must be provided for ALL line items for the bid to be considered responsive.
- 7) Estimated usage listed below will be used for evaluation purposes only; actual usage may vary.
- 8) Estimated annual used for schedule portable latrines 21 units x 12 months = 252 units
- 9) Year round rentals and septic tank servicing invoiced monthly.

FIXED YEARS – 2021-05-01 to 2024-04-30

ITEM	Description	Estimated Annual Usage (A)	Year One 2021-05-01 to 2022-04-30 (B)	Year Two 2022-05-01 to 2023-04-30 (C)	Year Three 2023-05-01 to 2024-04-30 (D)	Extended Price (E) (AxB) + (AxC) + (AxD) = E
1.	Scheduled Work:					
a.	Portable latrine monthly rental (21 units), including servicing 2 times per week	252 units	\$ _____ unit/month	\$ _____ unit/month	\$ _____ unit/month	\$ _____
b.	Weekly pumping of 2 septic tanks (One located at Bldg 322 & one located at Bldg 409)	52 units	\$ _____ unit/month	\$ _____ unit/month	\$ _____ unit/month	\$ _____
2.	Unscheduled Work (as and when requested):					
a.	Additional portable latrine rental, rental per day , no servicing	10 units	\$ _____ unit/day	\$ _____ unit/day	\$ _____ unit/day	\$ _____

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b.	Additional portable latrine rental, rental per week , no servicing	10 units	\$ unit/day	\$ unit/day	\$ unit/day	\$
c.	Additional portable latrine rental, rental per month , no servicing	10 units	\$ unit/month	\$ unit/month	\$ unit/month	\$
d.	Additional portable latrine rental of barrier free unit, rental per day , no servicing	10 units	\$ unit/day	\$ unit/day	\$ unit/day	\$
e.	Rental of Grey water tank, rental per week , includes serving 2 times per week	15 units	\$ unit/week	\$ unit/week	\$ unit/week	\$
Servicing						
f.	Servicing of portable latrines, 2a, 2b, 2c & 2d, on a call out basis	30 call outs	\$ /call out	\$ /call out	\$ /call out	\$
g.	Additional servicing of grey water tanks, on a call out basis	20 call outs	\$ /call out	\$ /call out	\$ /call out	\$
h.	Additional servicing of septic tanks, on a call out basis	20 call outs	\$ /call out	\$ /call out	\$ /call out	\$
A. Total for Fixed Years						\$

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OPTION YEAR ONE – 2024-05-01 TO 2025-04-30

ITEM	Description	Estimated Annual Usage (A)	Option Year One 2024-05-01 to 2025-04-30 (B)	Extended Price (C) (AxB) = C
1.	Scheduled Work:			
a.	Portable latrine monthly rental (21 units) , including servicing 2 times per week	252 units	\$ _____ unit/month	\$ _____
b.	Weekly pumping of 2 septic tanks (One located at Bldg 322 & one located at Bldg 409)	52 units	\$ _____ unit/month	\$ _____
2.	Unscheduled Work (as and when requested):			
a.	Additional portable latrine rental, rental per day , no servicing	10 units	\$ _____ unit/day	\$ _____
b.	Additional portable latrine rental, rental per week , no servicing	10 units	\$ _____ unit/day	\$ _____
c.	Additional portable latrine rental, rental per month , no servicing	10 units	\$ _____ unit/month	\$ _____
d.	Additional portable latrine rental of barrier free unit, rental per day , no servicing	10 units	\$ _____ unit/day	\$ _____
e.	Rental of Grey water tank, rental per week , includes serving 2 times per week	15 units	\$ _____ unit/week	\$ _____
	Servicing			

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f.	Servicing of portable latrines, 2a, 2b, 2c & 2d, on a call out basis	30 call outs	\$ _____ /call out	\$ _____
g.	Additional servicing of grey water tanks, on a call out basis	20 call outs	\$ _____ /call out	\$ _____
h.	Additional servicing of septic tanks, on a call out basis	20 call outs	\$ _____ /call out	\$ _____
B. Total for Option Year One				\$ _____

OPTION YEAR TWO – 2025-05-01 TO 2026-04-30

ITEM	Description	Estimated Annual Usage (A)	Option Year Two 2025-05-01 to 2026-04-30 (B)	Extended Price (C) (AxB) = C
1.	Scheduled Work			
a.	Portable latrine monthly rental (21 units), including servicing 2 times per week	252 units	\$ _____ unit/month	\$ _____
b.	Weekly pumping of 2 septic tanks (One located at Bldg 322 & one located at Bldg 409)	52 units	\$ _____ unit/month	\$ _____
2.	Unscheduled Work (as and when requested):			
a.	Additional portable latrine rental, rental per day , no servicing	10 units	\$ _____ unit/day	\$ _____
b.	Additional portable latrine rental, rental per week , no servicing	10 units	\$ _____ unit/day	\$ _____

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c.	Additional portable latrine rental, rental per month , no servicing	10 units	\$ _____ unit/month	\$ _____
d.	Additional portable latrine rental of barrier free unit, rental per day , no servicing	10 units	\$ _____ unit/day	\$ _____
e.	Rental of Grey water tank, rental per week , includes serving 2 times per week	15 units	\$ _____ unit/week	\$ _____
Servicing				
f.	Servicing of portable latrines, 2a, 2b, 2c & 2d, on a call out basis	30 call outs	\$ _____ /call out	\$ _____
g.	Additional servicing of grey water tanks, on a call out basis	20 call outs	\$ _____ /call out	\$ _____
h.	Additional servicing of septic tanks, on a call out basis	20 call outs	\$ _____ /call out	\$ _____
C. Total for Option Year Two				\$ _____

A. Total for Fixed Years \$ _____
+
B. Total for Option Year One \$ _____
+
C. Total for Option Year Two \$ _____
=
Total Evaluated Price \$ _____

ANNEX "C"

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.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

Environmental Impairment Liability Insurance

1. The Contractor must obtain Type 2: "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 Type 2: "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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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.

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- 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.

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ANNEX "D"

TASK AUTHORIZATION USAGE REPORT

Return to: Nancy Baessler

Public Works and Government Services Canada
Acquisition Branch
Facsimile: (306) 975-5397
Email: wst-pa-cal@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

SUPPLIER: _____
CONTRACT NUMBER: **W684E-21ES13**
DEPT OR AGENCY:

Item No.	Task Number Description	Value of the Task (GST/HST excluded)
(A) Total Dollar Value of Tasks for this reporting period		
(B) Accumulated Tasks totals to date:		
(A+B) Total Accumulated Tasks		

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

NAME: _____

TELEPHONE NO.: _____

SIGNATURE: _____ DATE: _____

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ANNEX “E”

DND 626 TASK AUTHORIZATION FORM

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ANNEX “F” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder 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)