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K1A 0S5

Bid Fax: (819) 997-9776

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

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

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

This document contains a security requirement.

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Infrastructure Maintenance and Solution Services Division
(FK)

L'Esplanade Laurier,

East Tower 4th Floor

L'Esplanade Laurier,

Tour est 4e étage

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Ontario

K1A 0R5

Title - Sujet Recycling of Hydroponic Equipement Recycling and disposal of parts and materials of hydroponic equipment	
Solicitation No. - N° de l'invitation EP318-210001/A	Date 2021-07-29
Client Reference No. - N° de référence du client EP318-210001	GETS Ref. No. - N° de réf. de SEAG PW-\$\$FK-305-80259
File No. - N° de dossier fk305.EP318-210001	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-09-08 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Rosso, Francois	Buyer Id - Id de l'acheteur fk305
Telephone No. - N° de téléphone (613)297-1315 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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

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

1.2 Summary

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

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

1.2.1 Requirement

Public Works and Government Services Canada (PWGSC) invites interested Offerors to respond to this RFSO to provide handling, packaging, labeling, as well as labour, materials, equipment, transportation and licenses for the recycling and disposal of parts and materials of hydroponic equipment such as lights, bulbs, tubes, aluminum, charcoal filters, equipment containing refrigerants, ballast's and miscellaneous metals on "as and when" requested basis at various collection points located across Canada. The

objective is to recycle any and all materials where possible, as diversion from landfill is a key component of the requirement.

While the majority of the services and deliverables will be delivered in English language, there may be a requirement to provide services and deliverables in French language.

1.2.2 This RFSO will result in one (1) National Individual Standing Offer (NISO) valid for five (5) years

1.2.3 The Request for Standing Offers (RFSO) is to establish National Individual Standing Offer for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

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

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 (2020-05-28) 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 **though epost Connect only.**

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

tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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

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

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- As the Offeror must 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
Section IV: Additional Information

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

[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 Submission of Evidence

Submission of Evidence as described at **4.1.1.1 to 4.1.1.3** must be included with the Offeror's offer at time of solicitation closing. Failure by the Offeror to provide the required evidence will result in the offer being disqualified and no further consideration will be given to the Offeror and the offer will be deemed non responsive.

The evidence provided by the Offeror may be verified. PWGSC reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided. In the event where any of the information cannot be confirmed by the client contacts named in the offer, the offer will be considered non-responsive and no further consideration will be given to the Offeror.

Mandatory Technical Criteria required at solicitation closing date

Each offer will be reviewed for compliance with the Mandatory Technical Criteria. Offers that do not meet the mandatory requirements will be deemed non-responsive and will be given no further consideration.

4.1.1.1 Offeror's Experience and Past Performance

The Offeror must provide evidence of its recent years' experience and past performance by referencing two (2) recent, completed or ongoing project reference. One (1) project reference must be in the recycling of lights, bulbs and tubes and one (1) project reference must be in the recycling of hydroponic equipment. **The Offeror must complete the following grid in order to demonstrate that it has the required experience. Failure to complete the grid below with the required information will render the offer non-responsive.**

- Recent, completed or ongoing project reference is defined as project reference rendered from January 2018 up to solicitation closing date.

4.1.1.1.1 Recycling of lights, bulbs and tubes

	PROJECT REFERENCE # 1
Name of client organization or client company. The Offeror cannot use its own company as reference.	Project Reference: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____
Performance period of the project <i>(indicate year, month, day)</i>	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Scope of service(s) rendered <i>(use additional sheet (s) if space provided is not enough)</i>	_____ _____ _____ _____

4.1.1.2 Recycling of hydroponic equipment

	PROJECT REFERENCE # 1
Name of client organization or client company. The Offeror cannot use its own company as reference.	Project Reference: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____
Performance period of the project <i>(indicate year, month, day)</i>	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Scope of service(s) rendered <i>(use additional sheet (s) if space provided is not enough)</i>	_____ _____ _____ _____

4.1.1.2 Accidents or Incidents

Offerors must disclose below the number of occupational accident(s) or environmental incident(s) involving the handling, packaging, labelling, recycling, recovery, disposal or transportation of lights, bulbs, tubes and hydroponics equipment that occurred from January 2013 up to solicitation closing date AND that resulted in a **regulatory violation** against the Offeror.

Disclosure of past occupational accidents or environmental incidents taking place from January 2013 up to solicitation closing date: _____ # of accidents/incidents

Offerors having four (4) or more accidents or incidents that occurred from January 2018 up to solicitation closing date and that resulted in a regulatory violation will be considered non-responsive and no further consideration will be given.

4.1.1.3 Additional requirements

Valid copies of registration, licenses, certificates of approval identified below, should be submitted with the offer. However, if the following is not submitted with the offer by the solicitation closing date, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the bid non-responsive.

4.1.1.3.1 The Offeror must demonstrate that it has access to the collection vehicles as described in the SOW to collect the recycling lights, bulbs, tubes and hydroponics equipment.

4.1.1.3.2 All vehicles utilized for the transport of the recycling and disposal of parts and materials of hydroponic equipment under the Standing Offer must be registered, licensed and approved by the authority having jurisdiction and the offeror must demonstrate that the vehicle is duly licensed/approved by the authority having jurisdiction.

4.1.1.3.3 The Offeror must demonstrate that the receiver facility(ies) intended to accept waste under this Standing Offer are duly licensed/approved by the authority having jurisdiction by submitting a copy of its license.

4.1.1.3.4 The Offeror must demonstrate that they have a valid Certificate of Approval for waste management system duly licensed/approved by the authority having jurisdiction by submitting a copy.

4.1.2 Financial Evaluation

Offerors must complete and submit a Financial Offer attached at Annex B in response to this RFSO. Upon completion of the technical evaluation, financial offers of all responsive offers will be evaluated.

4.2 Basis of Selection

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

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/programs/employment-equity/federal-contractor-program.html#s4) 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

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;

- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
 3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) *Contract Security Manual* (Latest Edition).

7.3 Standard Clauses and Conditions

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

The yearly reporting periods are defined as follows:

- September 1st to August 31st

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____.

7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador 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:

François Rosso
Supply Specialist
Real Property Contracting Directorate
Acquisitions Branch
Public Services and Procurement Canada
francois.rosso@tpsgc-pwgsc.gc.ca
613-297-1315

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:

Name: _____

Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under 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: 2019-01 of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: _____.

7.8 Call-up Procedures

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

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$75,000.00 (Applicable Taxes included).

7.11 Priority of Documents

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

1. the call up against the Standing Offer, including any annexes;
2. the articles of the Standing Offer;
3. the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
4. General Conditions [2035](#) (2020-05-28), Higher Complexity - Services, apply to and form part of the Contract.
5. Annex A, Statement of Work;
6. Annex B, Basis of Payment;
7. Annex C, Security Requirements Check List;
8. Annex D, Insurance Requirements;
9. the Offeror's offer dated _____

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12.2 SACC Manual Clauses

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.13 Applicable Laws

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

7.14 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

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

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

7.5.2 Limitation of Expenditure

7.5.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

7.5.4 SACC Manual Clauses

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

7.5.5 Electronic Payment of Invoices – Call-up

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

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

7.6 Invoicing Instructions

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

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

_____ (Insert the name of the organization)

_____ (Insert the address of the organization)

7.7 Insurance – Specific Requirements

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

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

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

7.8 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](#)".

7.9 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations
A9068C (2010-01-11) Government Site Regulations

REQUEST FOR STANDING OFFER (RFSO)
ANNEX A – STATEMENT OF WORK
Recycling and disposal of parts and materials of hydroponic equipment
EP318-210001

1. BACKGROUND INFORMATION

1.1 Under the Seized Property Management Act (SPMA) and the Seized Property Disposition Regulations made pursuant to the SPMA, the Minister of Public Works and Government Services as represented by the Seized Property Management Directorate (SPMD) is responsible for the management of certain property seized or restrained in connection with certain offences, as well as the disposition of that property on the forfeiture thereof.

1.2 Assets forfeit to Her Majesty the Queen in right of Canada as “Offence-Related Property” include equipment used in marijuana grow operations. Since the lights, bulbs, tubes and hydroponics equipment may contain mercury vapor and/or other toxic contaminants; SPMD requires the services of lamp recycling firms for the safe and environmentally treatment, handling and recycling of lamp and bulb waste.

2. DESCRIPTION OF REQUIREMENT

2.1 Light, Bulbs Tubes: To provide handling, packaging, labeling, as well as labour, materials, equipment and licenses transport required, for the collection and recycling lamp waste. Upon completion of a collection, the Offeror is to supply a Certificate of Recycling.

2.2 Hydroponics Equipment: To provide supervision, labour, material, tools and equipment necessary for the safe and environmentally friendly collection, transportation, handling, recovery, recycling and/or disposal of the assets, as well as the provision of collection, handling, transport and recycling of hydroponics and related equipment for the Department of Public Works and Government Canada on an “as and when” requested basis, at various collection point location located across Canada. For the most part, such equipment consists of aluminum, charcoal filters, equipment containing refrigerants, ballast’s and miscellaneous materials.

2.3 The objective is to recycle any and all materials where possible. All materials must be recycled where possible, as diversion from landfill is a key facet of the agreement.

2.4 The work will be conducted in a manner compliant with federal and provincial health and safety standards and environmental regulations and all other standards or best practices of the recycling industry.

3. APPLICABLE LEGISLATION AND REQUIREMENTS

3.1 The Offeror shall ensure that the lamp recycling and the recycling of hydroponic equipment are carried out in accordance with current versions of all municipal, provincial and federal legislation, directives, policies and guidelines.

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4. MATERIALS AND EQUIPMENT

4.1 Light, Bulbs Tubes: The Offeror will supply all materials and equipment required for the collection, transportation, handling, and recycling of the lamp and bulbs waste. All equipment must be in good working condition and free of residual contamination from waste products. The only exception is that the client, SPMD, will provide crates to collect the bulbs. The crates are to be collected from the SPMD facilities and returned and remain the property of the crown.

4.2 Hydroponics Equipment: The Offeror will supply all materials and equipment required for the collection, transportation, handling, recovery, recycling and/or disposal of the assets. All equipment must be in good working condition, free of residual contamination from hazardous products and must appear where practical and possible.

4.3 Materials and equipment that may be utilized in the performance of this standing offer include but are not limited to;

- a) Labels,
- b) Placards,
- c) Manifests,
- d) Tape,
- e) Rolls of clear plastic,
- f) Palette jack(s)
- g) Personal protection equipment,
- h) Spill response equipment,
- i) Collection vehicles(s)
- j) Palettes.

5. COLLECTION POINT LOCATIONS

5.1 The lamps, bulbs, tubes and hydroponics equipment are collected and stored by the Crown at secure locations (see Appendix A -COLLECTION POINTS) in each province where the materials are kept until they can be released for collection by licensed haulers and transferred to provincially approve recycling facilities.

5.2 Locations are subject to change and not limited to the list in Appendix A.

6. Response Time

The Contractor is required to respond to individual call-ups (as determined at the time of each individual call-up) according to the following:

- For a normal requirement, the contractor must respond by electronic mail within 3 business days.
- For urgent requirements, the contractor must respond by electronic mail within 1 business days.

Respond means that the contractor is required to acknowledge receipt of the request and indicate time frame to conduct the work. Urgent requests will be conducted according to the operational urgency as mutually agreed between the Crown and the

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7. FREQUENCY OF COLLECTION AND ANNUALIZED WASTE QUANTITIES

7.1 Light, Bulbs Tubes: The quantity of lamp waste requiring collection will vary from collection point to collection point. The quantities at each collection point may also vary from collection day to collection day. Therefore, a standard schedule of collections cannot be established.

7.2 Hydroponics Equipment: The nature and amount of waste generated at each SPMD warehouse varies throughout the year. Therefore, a standard schedule of collections and collection quantities cannot be established.

7.3 Annual Estimated quantities of both Lights, Bulbs and Tubes as well as the Hydroponic Equipment are indicated in Appendix B - Annual Estimated Quantities.

8. WASTE PREPARATION (SEGREGATION, CONTAINERIZATION, PACKAGING, LOADING)

8.1 Light, Bulbs Tubes: The Offeror shall collect the bulbs in the crates supplied by SPMD. These crates will be returned within one week of being collected to the respective SPMD location.

The Offeror is required to assist the loading of the containers into the collection vehicle. It is well understood that SPMD own forklifts for their routine operations. When and where required, SPMD will supply and operate a forklift to facilitate the loading of the bulbs into the Offeror's collection vehicle during such activities. The Offeror is responsible for moving the containers once on and within the collection vehicle.

8.2 Hydroponics Equipment: The Offeror will deliver suitable containers (as defined in table #1) to the SPMD warehouses for the separation of materials into the following categories: ballasts, aluminum, refrigerants, charcoal filters, and miscellaneous metal. The sizes are listed in Appendice B - ANNUAL ESTIMATED QUANTITIES and are specific to each location. SPMD staff will sort the materials into the appropriate containers. The Offeror is required to load the containers into the collection vehicle. The Offeror will supply forklift as required.

8.3 For both Lights, Bulbs and Tubes as well as for the Hydroponics Equipment: The Offeror will be required to securely and properly package and label all waste in accordance with the Transportation of Dangerous Goods Act and Regulations (TDGA/R) <http://gcintranet.tpsgc-pwgsc.gc.ca/ipm-dpi/politique-policy/p032-eng.html>. The SPMD reserves the right to determine the best method for packaging and securing the waste.

While the Offeror is on site, a SPMD Site Authority shall accompany the Offeror for security purposes and to provide access.

9. WASTE SHIPMENT AND ROUTING (LOCATION SPECIFIC)

9.1 The Offeror will collect the recyclable bulb waste from an SPMD warehouse within seven (7) calendar days of a request from SPMD. The Offeror will coordinate the time of collection with the SPMD Site Authority at each warehouse.

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10. TRANSPORTATION

10.1 Transportation of the lamps/bulbs/tubes and hydroponic equipment shall be in compliance with the TDGA and as required by other federal, provincial and municipal acts and regulations. All vehicles utilized to transport waste shall be registered and approved for transport of lamps/bulbs/tubes and hydroponic equipment in the federal, provincial and municipal jurisdiction forming the route to the destination.

10.2 Only wastes identified by SPMD Site Authority and/or Technical Authority for removal shall be transported on the collection vehicle during the collection requirement.

10.3 All vehicles shall have appropriate first response capability specific to the environment hazards being transported in the event of release into the natural environment.

11. DISPOSAL/RECYCLING OF MATERIALS

11.1 Light, Bulbs Tubes: The process employed to recycle lamp waste must ensure that any and all contaminants are wholly and completely recycle to the greatest extent possible. End caps for tubes/bulbs should be sent to a metal recycler and the crushed glass component should be shipped to a glass recycler where these outlets exist.

11.1.1 With 24 hours' notice, the SPMD Site Authority and/or Technical Authority or his/her designate reserves the right to inspect the Offeror vehicles and/or facilities in order to determine that the work being conducted meets the terms of reference. Facilities used to recycle lamp waste will be permanent facilities licensed to receive such lamps.

11.2 Hydroponics Equipment: Certain equipment is required to be functionally destroyed in order for it to be removed from future use within illegal operations. There are several known acceptable methods of complying with this requirement including but not limited to dissection with hydraulic shears, scoring with metal cut-off saws, compacting and/or crushing. The contractor will take such measures as approved by the SPMD project manager to render the equipment functionally destroyed. This is to be accomplished within 72 hours of initial pickup time.

11.2.1 With 24 hours' notice the SPMD project manager or his/her designated reserves the right to inspect such contractor vehicles and/or facilities in order to determine that the work being conducted meets the terms of reference of this Standing Offer. Such spot inspections may be utilized to ensure that all materials that have been managed by the contractor are functionally destroyed.

11.2.2 The following is a list of materials that are required to be functionally destroyed. The contractor should note that this list is subject to change at any time and is by no means all inclusive. If the addition of items requires the contractor to incur additional cost or the crown to collect additional revenue, the prices for the inclusion (cost/profit) will be mutually negotiated between the crown and the contractor. It should also be noted that the prices given to recyclers for the recycling of metals are in accordance with the American Metals Market AMM and are subject to change accordingly (www.amm.com). Also, the categories outlined below for ballast, aluminum and scrap are derived directly from the AMM schedules. These categories should be adhered to when determining revenue to be returned to the crown.

- a) Ballast ("Scrap, Non-ferrous, Copper, No.2 Grade Wire")

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- b) Aluminum (“Scrap, non-ferrous, painted siding”)
- c) Charcoal Filters
- d) Refrigerant Containing Equipment (a/c units, fridges, freezers, etc.)
- e) Miscellaneous Scrap Metals like: light reflectors, coils, switches, fuse panels, trays, fans etc.
(Scrap, Iron and Steel, Consumer Buying Prices, Shredded auto scrap”

11.2.3 The Contractor will also:

- a) Remove, capture, contain and recycle (as applicable) refrigerant from refrigerant-containing equipment in accordance with all applicable regulatory requirements in the jurisdiction having authority. Any such removal must not be done at a SPMD location.
- b) Remove and dispose of contaminated charcoal from the charcoal filters in keeping with all health and safety standards and environmental regulations of the province in which the work is carried out and all other standards or best practices of the disposals/recycling industry.
- c) Separate assets into component parts in keeping with all health and safety standards and environmental regulations of the province in which the work is carried out and all other standards or best practices of the disposal/recycling industry. Component parts include: lamp ballasts, charcoal filters, miscellaneous metals, “dirty” Aluminum (containing galvanized steel screws), and assets containing refrigerants.

11.2.4 Contractor Facilities employed to recycle and/or dispose of the wastes will be permanent facilities that are appropriately licenses, as applicable, to accept the materials.

12. DOCUMENTATION AND RECORD KEEPING

12.1 Light, Bulbs Tubes: Documentation and transportation documentation for all waste transfer shall be completed by the Offeror respecting all applicable legislation, and shall be managed accordingly. All documentation is to be addressed to the SPMD Site Authority. Documentation can take the form of bills of lading (BOL) and/or manifest. All BOL’s must be signed “received at the Offeror’s facility” and mailed or otherwise sent to the SPMD Site Authority with 72 hours of reception at the Offeror’s receiving facility.

12.1.1 Manifests must be redirected as per TDGA.

12.1.2 The Offeror will provide a recycling certificate at the end of each call-up detailing type, volumes/masses of each element recycled and diverted from landfill.

12.1.3 The Offeror must keep on file all information related to each Hazardous Waste Removal requirement for the duration of the contract and for a period of two (2) years following the completion of the contract unless otherwise stated in law.

12.2 Hydroponics Equipment: The Contractor shall provide SPMD with:

- a) A certificate of destruction clearly noting the type, quantity and mass/weight of assets destroyed upon completion of each call-up. (format doesn’t matter, we can leave it up to them)
- b) A certificate of depletion clearly noting the serial number of each refrigerant containing unit from which all refrigerant is recovered on-site on completing task and/or supply tags if stipulated.

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-) A dated recycling certificate at the end of each call-up detailing quantity, masses/weights of each element recycled and diverted from landfill.
- a) An end of contract report that outlines the total mass/volume/quantity of each commodity recycled itemized per location.

12.2.1 Documentation and transportation documentation for all waste transfers' shall be completed by the Offeror respecting all applicable legislation and shall be managed accordingly. All documentation is to be addressed to the SPMD Site Authority. Documentation can take the form of bills of lading (BOL) and/or manifest. All BOL's must be signed "received at the Offeror's facility" and mailed or otherwise sent to the SPMD Site Authority with 72 hours of reception at the Offeror's receiving facility.

12.2.2 Manifests must be redirected as per TDGA.

12.2.3 Samples of what the report should look should and what are expected should be added as a Appendix:

12.2.4 The Offeror must keep on file all information related to each Hazardous Waste Removal requirement for the duration of the contract and for a period of two (2) years following the completion of the contract unless otherwise stated in law.

13. PERSONNEL REQUIREMENTS (PER EACH STANDING OFFER)

13.1 The Offeror shall provide one individual for each service request who is thoroughly conversant with all laws and regulations pertaining to the handling, transport, occupational health and safety requirements, as well as emergency procedures associated with the waste(s). This individual can be the Offeror's driver.

DEFINITION OF TERMS

Certificate of Destruction: a document signed by the Contractor detailing the character and quantity of assets that have been destroyed.

Certificate of Recycling: a document signed by the Contractor attesting to the completion of processing of equipment by approved recycling facility (ies).

Site Authority: means the individual who has ordered and/or is supervising the work at a specific SPMD location.

Technical Authority: means the person(s) designated as such under the standing offer agreement belonging to SPMD.

Waste(s): the equipment used in marijuana grow operations to be collected from the SPMD warehouses. The equipment is described in these terms of reference and includes lamp ballasts, charcoal filters, aluminum light shields, fans, ozone generators, CO2 generators, copper wiring, and assorted electrical components, freezers, air conditioners, and de-humidifiers.

ANNEX B - BASIS OF PAYMENT
EP318-210001 - RECYCLING AND DISPOSAL OF PARTS AND MATERIALS OF HYDROPONIC EQUIPMENT

The Offeror must submit % of Return in columns (e), (g), (i), (k) and (m) for rows 1, 2 and 3. The Year Price for Year 1, 2, 3, 4 and 5 of rows 1, 2 and 3 is calculated by multiplying (c) X (d) X (e) = (f)Yr1; (c) X (d) X (g) = (h)Yr2; (c) X (d) X (i) = (j)Yr3; (c) X (d) X (k) = (l)Yr4; (c) X (d) X (m) = (n)Yr5. The Total Extended Price (o) of Row 1, Row 2 and Row 3 is calculated by adding (f)+(h) + (j) + (l)+ (n) .

The Offeror must submit a Unit Price in column (e), (g), (i), (k) and (m) for rows 4, 5 and 6. The Year Price for Year 1, 2, 3, 4 and 5 is calculated by multiplying (c) X (e) = (f)Yr1; (c) X (g) = (h)Yr2; (c) X (i) = (j)Yr3; (c) X (k) = (l)Yr4; (c) X (m) = (n)Yr5. The Total Extended Price (o) of Rows 4, Row 5 and Row 6 is calculated by adding (f)+ (h) + (j) + (l)+ (n) .

All Rates are Firm all-inclusive Hourly Rates (including profit, overhead expenses such as administrative support, facsimile, courier, photocopy, mail, word processing, office supplies, other operating costs and travel in Canadian funds.

Failure to comply with the requirement in Annex B will render your proposal non-responsive.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)
Row #	Waste Type	Approx Weight by weight or unit	Publish Rate	%Return Offered by Supplier (row 1,2&3) or Unit Price (row 4,5&6) Year 1	Price Year 1	%Return Offered by Supplier (row 1,2&3) or Unit Price (row 4,5&6) Year 2	Price Year 2	%Return Offered by Supplier (row 1,2&3) or Unit Price (row 4,5&6) Year 3	Price Year 3	%Return Offered by Supplier (row 1,2&3) or Unit Price (row 4,5&6) Year 4	Price Year 4	%Return Offered by Supplier (row 1,2&3) or Unit Price (row 4,5&6) Year 5	Price Year 5	Total Extended Price (Yr1 to Yr5 - f+h+j+l+n)
Canada National (see Appendix A - Collection Points)														
1	Ballast's	2,515,500 lbs	\$2.75	%	\$	%	\$	%	\$	%	\$	%	\$	\$
2	Aluminum	75,600 lbs	\$0.90	%	\$	%	\$	%	\$	%	\$	%	\$	\$
3	Misc. Metals	1,036,800 lbs	\$0.0217	%	\$	%	\$	%	\$	%	\$	%	\$	\$
4	Lights/ Bulbs/ Tubes	1800 bulbs		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Refrigerant Containing Equipment	1,548 units		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	Charcoal Filters	450 units		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Grand Total														\$

Grand Total \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)
Row #	Waste Type	Approx Weight by weight or unit	Publish Rate	%Return Offered by Supplier (row 1,2&3) or Unit Price (row 4,5&6) Year 1	Price Year 1	%Return Offered by Supplier (row 1,2&3) or Unit Price (row 4,5&6) Year 2	Price Year 2	%Return Offered by Supplier (row 1,2&3) or Unit Price (row 4,5&6) Year 3	Price Year 3	%Return Offered by Supplier (row 1,2&3) or Unit Price (row 4,5&6) Year 4	Price Year 4	%Return Offered by Supplier (row 1,2&3) or Unit Price (row 4,5&6) Year 5	Price Year 5	Total Extended Price (Yr1 to Yr5 - f+h+j+l+n)



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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: Public Works and Government Services Canada
2. Branch or Directorate / Direction générale ou Direction: RGPB

3. a) Subcontract Number / Numéro du contrat de sous-traitance
3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail
Recycling of lights/bulbs/tubes and scrap metal. SPMD requirement for the operations of it's warehouses

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada NATO / OTAN Foreign / Étranger

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

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

Special comments: Individual will always be escorted by an SPMD Employee at all times during pick up.
Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

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.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The 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.
 - 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.
 - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - g. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

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

*234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**Annex E - Quarterly Usage Report
EP318-210001
GENERAL INSTRUCTIONS**

Introduction

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

Response Due Date

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

Quarter	Period to be Covered (dates will be modified prior to issuance of Standing Offers)	Due on or before (dates will be modified prior to issuance of Standing Offers)
1st	September 1st to August 31st	September 15

Returning the Completed Report

Please e-mail the completed report to francois.rosso@tpsgc-pwgsc.gc.ca

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

Complete All Questions

Contractor must complete all applicable portions of the report.

Currency

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

Changing the Format

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

Questions

Should you need further clarification, please forward your question by e-mail to francois.rosso@tpsgc-pwgsc.gc.ca

Summary of Table

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

Annex E
Quarterly Usage Report
 EP318-210001

SO N°: EP318-210001		Period to be covered: _____									
PWGSC SO Authority: Francois Rosso		Call-up No.	Call-up amend't no.	Issuance date of the Call-up or Amend't (YYYY-MM-DD)	Start date of the Call-up (YYYY-MM-DD)	End date of the Call-up (YYYY-MM-DD)	Project Description	Location/Building Name	Client contact information (name, e-mail and tel.#)	Call-up Value or amend't value (taxes included)	
		1								\$	
		2								\$	
		3								\$	
		4								\$	
		5								\$	
		6								\$	
		7								\$	
		8								\$	
		9								\$	
		10								\$	
		11								\$	
		12								\$	
		13								\$	
		14								\$	
		15								\$	
		16								\$	
		17								\$	
		18								\$	
		19								\$	
		20								\$	
		21								\$	
		22								\$	
		23								\$	
		24								\$	
		25								\$	
		26								\$	
Total value of call-up for this quarter (i)										\$	
Cumulative call-ups for previous periods (ii)										\$	
Total value of call-up to date = (i) + (ii)										\$	

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

ANNEX “F” 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)

APPENDIX A
COLLECTION POINTS
EP318-210001

The Offeror will collect the waste from the loading area(s) of each SPMD warehouse during the designated hours except on the following Government of Canada holidays:

- a) New Year's Day
- b) Good Friday
- c) Easter Monday
- d) Victoria Day
- e) Canada Day
- f) Provincial Civic Holiday (i.e. St Jean Baptiste-Quebec)
- g) Labour Day
- h) Thanksgiving Day
- i) Remembrance Day
- j) Christmas Day
- k) Boxing Day

Details of the loading areas at each location have been provided in the table below.

Locations are subject to change and are not limited to the following list:

Collection Point	Hours of Operation Monday to Friday	Comments
Moncton, NB	8 a.m. to 5 p.m.	The site has a loading dock. A forklift and powertruck is used to load containers onto the collection vehicle.
Halifax, NS	8:00 am to 4:00 pm	The site has a loading dock, a ground level loading area. A Forklift and powertruck is used to load containers onto the collection vehicle.
Montreal, QC	8:30 a.m. to 4:30 p.m.	The site has a loading dock, a ground level loading area. A Forklift and powertruck is used to load containers onto the collection vehicle.
Ottawa, ON	9 a.m. to 3:30 p.m.	The site has a loading dock with dock levelers. A forklift and powertruck is used to load containers onto the collection vehicle.
Toronto, ON	6 a.m. to 3 p.m.	The loading area is at ground level. A forklift and powertruck is used to load containers onto the collection vehicle.
Winnipeg, MB	8:30 a.m. to 3:00 p.m.	This site has a ground level door and a dock level door. A Forklift and/or pallet jack is used to load small containers; large containers will be loaded by the Offeror.

APPENDIX A
COLLECTION POINTS
EP318-210001

Regina, SK	8:30 a.m. to 3:00 p.m.	This site has a ground level door and a dock level door. A Forklift and/or pallet jack is used to load small containers; large containers will be loaded by the Offeror.
Edmonton, AB	8:30 a.m. to 3:00 p.m.	This site has a ground level door and a dock level door. A Forklift and/or pallet jack is used to load small containers; large containers will be loaded by the Offeror.
Langley, BC	7 a.m. to 3:30 p.m. (pick-up hrs 8:30 a.m. to 3 pm)	This site has a ground level door and a dock level door. A Forklift and/or pallet jack is used to load small containers; large containers (supplied by the Offeror) will be loaded by the Offeror.

APPENDIX B
ANNUAL ESTIMATED QUANTITIES
EP318-210001

Location	Bin Size	Lights, Bulbs and Tubes	Hydroponic Equipment	
Moncton, NB	48" long x 45" wide x31" high are stackable (approximate dimensions)	200 bulbs	Ballast's (lbs)	279,500 lbs
			Aluminum (lbs)	8,400 lbs
			Misc. Metals (lbs)	115,200 lbs
			Refrigerant Containing Equipment	172 units
			Charcoal Filters	50 units
Halifax, NS	48" long x 45" wide x31" high are stackable (approximate dimensions)	200 bulbs	Ballast's (lbs)	279,500 lbs
			Aluminum (lbs)	8,400 lbs
			Misc. Metals (lbs)	115,200 lbs
			Refrigerant Containing Equipment	172 units
			Charcoal Filters	50 units
Montreal, QC	48" long x 45" wide x31" high are stackable (approximate dimensions)	200 bulbs	Ballast's (lbs)	279,500 lbs
			Aluminum (lbs)	8,400 lbs
			Misc. Metals (lbs)	115,200 lbs
			Refrigerant Containing Equipment	172 units
			Charcoal Filters	50 units
Ottawa, ON	48" long x 45" wide x31" high are stackable (approximate dimensions)	200 bulbs	Ballast's (lbs)	279,500 lbs
			Aluminum (lbs)	8,400 lbs
			Misc. Metals (lbs)	115,200 lbs
			Refrigerant Containing Equipment	172 units
			Charcoal Filters	50 units
Toronto, ON	48" long x 45" wide x31" high are stackable (approximate dimensions)	200 bulbs	Ballast's (lbs)	279,500 lbs
			Aluminum (lbs)	8,400 lbs
			Misc. Metals (lbs)	115,200 lbs
			Refrigerant Containing Equipment	172 units
			Charcoal Filters	50 units

APPENDIX B
ANNUAL ESTIMATED QUANTITIES
EP318-210001

Location	Bin Size	Lights, Bulbs and Tubes	Hydroponic Equipment	
Winnipeg, MB	48" long x 45" wide x31" high are stackable (approximate dimensions)	200 bulbs	Ballast's (lbs)	279,500 lbs
			Aluminum (lbs)	8,400 lbs
			Misc. Metals (lbs)	115,200 lbs
			Refrigerant Containing Equipment	172 units
			Charcoal Filters	50 units
Regina, SK	48" long x 45" wide x31" high are stackable (approximate dimensions)	200 bulbs	Ballast's (lbs)	279,500 lbs
			Aluminum (lbs)	8,400 lbs
			Misc. Metals (lbs)	115,200 lbs
			Refrigerant Containing Equipment	172 units
			Charcoal Filters	50 units
Edmonton, AB	48" long x 45" wide x31" high are stackable (approximate dimensions)	200 bulbs	Ballast's (lbs)	279,500 lbs
			Aluminum (lbs)	8,400 lbs
			Misc. Metals (lbs)	115,200 lbs
			Refrigerant Containing Equipment	172 units
			Charcoal Filters	50 units
Langley, BC	48" long x 45" wide x31" high are stackable (approximate dimensions)	200 bulbs	Ballast's (lbs)	279,500 lbs
			Aluminum (lbs)	8,400 lbs
			Misc. Metals (lbs)	115,200 lbs
			Refrigerant Containing Equipment	172 units
			Charcoal Filters	50 units
Grand Total - Canada National		1,800	Ballast's (lbs)	2,515,500 lbs
			Aluminum (lbs)	75,600 lbs
			Misc. Metals (lbs)	1,036,800 lbs
			Refrigerant Containing Equipment	1,548 units
			Charcoal Filters	450 units