



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

See herein for bid submission
instructions/

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

NA

Ontario

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government
Services Canada

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Address inquiries to the Contracting Authority at
cynthia.lamorie@tpsgc-pwgsc.gc.ca

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada Supply and
Services Operation
Petawawa Procurement
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa
Ontario
K8H 2X3

Title - Sujet Portable Latrine Systems Service Service de systèmes portatifs de latrine	
Solicitation No. - N° de l'invitation W0107-22BC31/A	Date 2021-10-14
Client Reference No. - N° de référence du client W0107-22BC31	
GETS Reference No. - N° de référence de SEAG PW-\$PET-907-1693	
File No. - N° de dossier PET-1-55009 (907)	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 2021-11-01 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lamorie, Cindy	Buyer Id - Id de l'acheteur pet907
Telephone No. - N° de téléphone (613) 401-3643 ()	FAX No. - N° de FAX (613) 687-6656
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Various Units	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	9
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE BID	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	10
6.1 INSURANCE REQUIREMENTS	10
PART 7 - RESULTING CONTRACT CLAUSES	10
7.1 STATEMENT OF WORK.....	10
7.2 STANDARD CLAUSES AND CONDITIONS.....	12
7.3 SECURITY REQUIREMENTS	12
7.4 TERM OF CONTRACT	12
7.5 AUTHORITIES	13
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	13
7.7 PAYMENT	14
7.8 INVOICING INSTRUCTIONS	15
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	15
7.10 APPLICABLE LAWS.....	15
7.11 PRIORITY OF DOCUMENTS	15
7.13 SACC MANUAL CLAUSES	16
7.14 DISPUTE RESOLUTION.....	16
ANNEX “A”	17
STATEMENT OF WORK	17
ANNEX “B”	25
BASIS OF PAYMENT	25
ANNEX “C”	28
INSURANCE REQUIREMENTS.....	28

Solicitation No. - N° de l'invitation
W0107-22BC31/A
Client Ref. No. - N° de réf. du client
W0107-22BC31

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-1-55009

Buyer ID - Id de l'acheteur
PET907
CCC No./N° CCC - FMS No./N° VME

ANNEX “D”	30
DND 626 TASK AUTHORIZATION FORM.....	30
ANNEX “E” TO PART 3 OF THE BID SOLICITATION	31
ELECTRONIC PAYMENT INSTRUMENTS.....	31
ANNEX “F”	32
ADDITIONAL CERTIFICATION INFORMATION	32

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Insurance Requirements, DND 626 Task Authorization Form and any other annexes.

1.2 Summary

- 1.2.1 The Department of National Defence has a one-year requirement for the provision of outdoor sanitary services to include all supervision, labour, materials, transportation, and equipment to pump and dispose of septage from portable latrines, wintertime orange bagged effluent, grey water containers, and hand wash stations for Garrison Petawawa and training areas on an as and when required basis.

The period of the contract will be from 1 December 2021 to 30 November 2022.

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

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

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

PWGSC Ontario Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted.

Section I: Technical Bid

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

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

Section II: Financial Bid

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

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.3 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Any bids which fails to meet the following Mandatory Technical Criteria (MTC) will be deemed non-responsive and will receive no further consideration.

MTC #	MTC Description
1	A copy of all Ontario Ministry of Environment (MOE) Certificates including: <ul style="list-style-type: none">a) Certificate of Approval: Hauled Sewage Waste Management Systemsb) Certificate of Approval: Hauled Sewage Spreading Site (only required if utilized)
2	Approval document from Municipality confirming knowledge and acceptance of dumping (if utilized)
3	Copies of Certificates of Approval, Provincially Approved disposal sites

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Any bid which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

The financial bid must be completed in accordance with Annex "B" Basis of Payment.

- a) Pricing must be provided for all items.
- b) Bidders must submit their financial bid in accordance with Annex "B" Basis of Payment in Canadian Funds.

4.1.2.2 Financial Evaluation

The evaluated price of a bid will be determined as follows:

The Extended Pricing for Annex B – Basis of Payment is the sum of the Bidder's Firm Unit Price multiplied by the respective Estimated Usage for each line item.

The Evaluated Price is the sum of the Extended Price for all line items.

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

4.2 Basis of Selection

4.2.1 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.3. Additional Certifications Precedent to Contract Award

5.3.1 Board of Directors Certification

In accordance with the **Ineligibility and Suspension Policy**, Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "F" - Additional Certification Information 1. Board of Directors.

5.3.2 Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "F" - Additional Certification Information 2. Procurement Business Number (PBN). Suppliers may register for a PBN online at **Supplier Registration Information** (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Insurance Requirements

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

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Task Authorization

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

7.1.1.1 Task Authorization Process

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

7.1.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$80,000.00 Applicable Taxes included, inclusive of any revisions.

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

7.1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

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

"Minimum Contract Value" means 10% of the Maximum Contract Value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

The quarterly periods are defined as follows:

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

The data must be submitted to the Contracting Authority no later than thirty (30) calendar days after the end of the reporting period.

Reporting Requirement- Details

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

For each authorized task:

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

For all authorized tasks:

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

7.1.1.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by **the** Project Authority at Garrison Petawawa. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

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

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of 1 December 2021 to 30 November 2022.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cindy Lamorie
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 101 Menin Rd, Garrison Petawawa

Telephone: 613-401-3643
Facsimile: 613-687-6656
E-mail address: cynthia.lamorie@tpsgc-pwgsc.gc.ca

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

7.5.2 Project Authority *[Note to Bidders: Canada will insert information at time of Contract Award]*

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

7.5.3 Contractor's Representative *[Note to Bidders: Please fill out required information]*

Name: _____
Title: _____
Organization: _____
Address: _____

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [*Public Service Superannuation Act*](#) (PSSA) pension, the Contractor has agreed that this

information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit prices in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included, and Applicable Taxes are extra.

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

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment

7.7.3.1 Pricing Basis

SACC Manual Clause [H1000C](#) (2008-05-12), Single Payment

7.7.4 Electronic Payment of Invoices – Contract

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)

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. Company name and address;
- b. Garrison billing information;
- c. Contract number, invoice number and DND 626 Task Authorization requisition number;
- d. Date of invoice and date the work was completed;
- e. Site location, short description, quantity and type of equipment or service provided.
- f. Approved rates and total amount per line item.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the Project Authority identified under section entitled "Authorities" for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____, (*Note to Bidders* : Canada will insert information at time of award).

7.12 Insurance – Specific Requirements

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

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

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

7.13 SACC Manual Clauses

SACC Manual Clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations

7.14 Dispute Resolution

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

ANNEX "A"

STATEMENT OF WORK

Specification for Latrine, Hand Washing Stations, Grey Water Service

1. Identification

The Department of National Defence has a one-year requirement for the provision of outdoor sanitary services to include all supervision, labour, materials, transportation, and equipment to pump and dispose of septage from portable latrines, wintertime orange bagged effluent, grey water containers, and hand wash stations for Garrison Petawawa and training areas on an as and when required basis.

2. Standards

- a. Occupational Health and Safety Act of Ontario;
- b. All elements of this requirement must comply with all applicable legislation regulations and by-laws in the Province of Ontario;
- c. Ontario Environmental Protection Agency;
- d. Ontario Water Regulation Act;
- e. Environmental Assessment and Approvals Branch (EAAB);
- f. Certificate of Approval by the Ontario Ministry of the Environment;
 - (1) Certificate of Approval: Hauled Sewage Waste Management Systems;
 - (2) Certificate of Approval: Hauled Sewage Spreading Site (if used).
- g. Letter of Approval from Municipality confirming knowledge and acceptance of dumping (if used)
- h. Transportation of Dangerous Goods;
- i. TSI 8.901, Field Sanitation Request Policy (changes to this 2021);
- j. AI 6.102 Annex A, Spill Prevention and Response for Garrison Petawawa;
- k. Appendix 1 to Annex A, AI 6.102 Annex A, Spill Prevention and Response for Garrison Petawawa;
- l. Workplace Hazardous Materials Information System (WHMIS); and
- m. Range and Training Area Access and Use Policy, Map and Table (Annex A)
- n. The term 'Site' refers to all Garrison Petawawa and outlying training areas or where contracted services will be required.

3. List of Abbreviations

- (a) DND – Department of National Defense
- (b) CAF – Canadian Armed Forces
- (c) Latrine Coordinator – Point of contact for requesting latrine services.
- (d) TA – Technical Authority, same as the latrine coordinator.

4. Foreseeable Site Hazards

- a. Ontario Occupational Health and Safety Act R.S.O. 1990 Part III articles 29 and 30 identifies legislated compliance requirements for Canada (owner or project owner) dealing directly and indirectly with person (s), other than employees, in the workplace. The contractor must comply with all of its responsibilities under the Ontario Occupational Health and Safety Act R.S.O 1990.
- b. Though it's not Canada's responsibility to enforce the Ontario Occupational Health and Safety Act R.S.O. 1990, Canada intends to proactively exercise its obligation to due diligence

for Health and Safety of its employees and contractors. Prior to commencement of work, Canada will require the service provider to provide a task and site specific safety plan regardless of the service provider's obligation under the Ontario Health and Safety Act;

- (1) The means small service providers who are not required Provincially to complete an annual Health and Safety Program will be required to provide one as part of this requirement;
 - (2) Canada will identify the common medium to high risk tasks. Each requirement will be considered on an individual basis to establish appropriate safety requirements and due diligence. The service provider's review and subsequent safety plan must be communicated to Canada and their employees must not be relegated to a simple 'one size fits all format'. Each situation must be tailored specifically in writing to the project at hand; and
 - (3) Canada will require task specific safety plans with proof of attendance of all the service providers employees, sub contracted employees and if required Canada's effected employees having been briefed. The task specific safety plan will be based on the hazard assessment of the requirement / task.
- c. Canada's due diligence will be exercised by the project authority by verifying that the service provider:
- (1) Has an established and current safety program in force for all employees under contract for this equipment;
 - (2) Has complied with all applicable WSIB legislation;
 - (3) Has completed task/requirement specific safety plans and that all employees that will be on site have been briefed;
 - (4) Is providing their own supervision for safety aspects of the project; and
 - (5) Is performing the work in a safe manner using the correct protective equipment.
- d. If the project Authority observes that the work is being performed in a manner that is contrary to the applicable safety legislation:
- (1) The project authority will identify the hazard to the service provider's responsible person, who is identified in their safety plan;
 - (2) If the unsafe work practice continues the project authority may stop work until the service provider can rectify the unsafe practice. No compensation will be paid to the service provider for work stoppages due to their personnel's unsafe work practices; and
 - (3) Canada may require that the service provider replace their personnel if those personnel are repeatedly performing unsafe work.
- e. Common Medium to High Risk Hazards:
- (1) This is not an all-inclusive list but these are the most commonly occurring hazards. The service provider must identify all known hazards and communicate them in writing to their employees and other effected people before work commences. Under no circumstances will work proceed without an approved task specific safety plan on a project with the following hazards:
 - (a) Exposure to unexploded ordinance (UXO). When work on this requirement is on a military establishment there is a UXO risk. 4CDSB Garrison Petawawa has known UXO risks. 4CDSB Garrison Petawawa has a written procedure for access to known areas with UXO hazards. Even in areas that do not require special UXO training, service providers must ensure they inform staff that if for any reason they see what may be a UXO, they must investigate closer, leave the area and inform the appropriate authorities;

-
- (b) Excavation will not be conducted unless proper approval is obtained before commencing;
 - (c) Exposures to high voltage / arc flash, many of Canada's facilities operate their own electrical distribution system which is a combination of above and below ground high voltage power. Extreme care and planning must be completed not only when working directly on, or near electrical equipment but when completing tasks that may cause planned or unplanned exposure to live electrical systems;
 - (d) Working at heights – Canada maintains various types of structures such as buildings, towers, manholes, and training facilities that require persons to be at risk of falling. Extreme care and planning must be completed on all work where there is risk of a fall. This includes not only elevated work but work at ground level such as manholes or on a bridge.
 - (e) Working in confined space – Canada has many different types of confined spaces. Extreme care and planning must be completed on all projects where there is risk associated with entering a confined space. Service providers must comply with Canada's confined space access policy including entry permit process;
 - (f) Hot work – Canada's facilities require a hot work permit for all activities listed in their Fire Hall's hot work permit process. Extreme care and planning must be completed on all projects where there is risk of personal injury or fire due to hot work. Many of Canada's facilities use high pressure and low pressure steam for central heating purposes. Extreme care and planning must be completed on all projects where there is risk of working on steam lines or coming close to proximity.
 - (g) Working with chemicals – Many projects require the use of chemicals to complete them. Extreme care and planning must be completed on all projects where there is risk associated with the use of chemicals. Material Safety Data Sheets must be maintained on site for all chemicals. In addition to the safety issues to persons, care must be taken with regards to the chemical reaction with the surface it will come in contact with. Under no circumstances will service provider's chemicals be disposed of in any location or system on Canada's property;
 - (h) Traffic control – In many facilities, Canada maintains its own road system and emergency services responders. The service provider is forbidden to close or inhibit traffic without the appropriate approvals. This allows emergency service providers to adjust routes for emergency responses. In addition to road networks, Canada has many high traffic parking areas and institution vehicle areas. Extreme care and planning must be completed on all projects where there is risk associated with traffic coming in contact with service provider's employees;
 - (i) Exposure to pressure vessels – many of Canada's facilities contain regulated pressure vessels in areas such as heating systems, boilers and ice making plants. The service provider must ensure that a qualified person is in attendance at all times when installing or maintaining pressure vessels. Extreme care and planning must be completed on all projects where there is risk associated with planned or close proximity work on pressure vessels;
 - (j) Requirement to lock out potential energy sources – Canada's facilities contain many potential electrical and mechanical energy sources. It is critical that the service provider investigate all potential energy sources for each project and ensures they have a process for lock out in place. Turning off a device without locking it out is unacceptable. Extreme care and planning must be used on all projects where there is risk associated with electro-mechanical energy sources; and
 - (k) Other – at the time of work, if there are other hazards, the Technical Authority and the service provider must agree on what they are and ensure the hazards are mitigated at the work site specific safety plan.

5. Working Environment

- (a) The general geographical are of Garrison Petawawa is located in north central Ontario, approximately 170 kms west of Ottawa, north of the Trans-Canada Highway.
- (b) Work completion will be required as stipulated; however, Garrison security measures and access will be affected by alert status. Gates may be closed and ranges live/red. Personnel/soldiers may be in possession of automatic weapons and utilize different types of military vehicles or equipment.
- (c) Troop movement has priority. Use extreme caution when working in and around training sites, equipment, marching troops, and ensure hazards are identified and reported for immediate and proper corrective action.
- (d) The majority of this requirement takes place in the training area at Garrison Petawawa. Roads are hard pack, sand and gravel mix and bivouac sites are sand, grass, or gravel. All of the areas that get travelled on are affected by the seasons causing potholes and erosion. Heavy rain and/or the snow make some areas harder to transit in and out of. The use of four wheel drive or rough terrain equipment is strongly recommended. The contractor is responsible to enter areas at their own risk of being stuck and will be responsible to free themselves or pay a recovery company. The use of DND equipment for this is not allowed.

6. Safety

- (a) The contractor and drivers who will work under this requirement must read and sign a copy the Garrison Fire Hall briefing on an annual basis, coordinated by the Technical Authority. A signed copy must be retained on file with the Contracting Authority.
- (b) The contractor and any personnel who will work under this requirement or are travelling in the contractor's vehicle while it is on the Garrison must attend an annual UXO briefing from the Garrison Petawawa Range & Training Area Warrant Officer, coordinating by the Technical Authority. Attendance must be documented and a copy must be retained on file by the Contracting Authority.
- (c) The contractor must inform the Technical Authority, 2 days in advance of work processes, where the employees are required to work alone.
- (d) The movement of DND and contractor owned latrines and ancillary equipment must be performed in a safe manner in order to alleviate potential damage or injury to personnel and equipment.

7. Communication

- (a) The contractor must operate a cellular telephone for business purposes from 0700-1600 hours daily, including weekends and holidays. This is also required during summer peak periods (1 Jun – 31 Aug) from 0600 – 2100 hours daily, including weekends and holidays. A response time of 24 hours is mandatory for this requirement.
- (b) The contractor must carry a cell phone at all times while operating on Garrison Petawawa and the training areas.
- (c) Due to the possibility of intermittent strength of communications signals throughout the Garrison Petawawa training area, the Technical Authority may provide the contractor a DND owned hand held portable radio for two-way communications, and designated call-sign, on an as and when required basis.
- (d) Range Control will brief the contractor on basic voice procedures.
- (e) Contractor must pick up radio daily at Range Control prior to entering ranges/training areas.
- (f) Contractor is responsible to monitor and utilize issued communications equipment in a professional manner and monitor designated frequency for safety purposes, emergencies, while directing all requests/transmissions to Range Control.

- (g) Contractor must return all radio equipment to Range Control upon exiting ranges/training areas.
- (h) Contractor will be held accountable for loss, damage, and misuse of issued radio's and accessories.

8. Technical Requirement

- (a) Work on this requirement to include the provision of all supervision, labour, transportation, materials, and equipment to pump and dispose of septage from permanent/portable latrines, also Orange human waste bag effluent, grey water containers, and hand wash stations, for Garrison Petawawa, on an as and when required basis. This requirement is sub-divided into the following categories:

- (1) Administration/General;
- (2) Certificates of Approval, Compliance;
- (3) Equipment type, delivery and service; and
- (4) Invoicing

- (b) Administration / General

- (1) The work of this requirement will be conducted predominately at Garrison Petawawa. This includes the Range and Training Areas, and the main Base Area. Work on this requirement may also include pumping and disposal from temporary/permanent sites not on DND property, but within 250km radius of Garrison Petawawa.
- (2) This requirement is in direct support of Canadian Armed Forces Military training and operations. It is imperative that timely, professional and discreet service is provided. Military training is conducted 7 days per week 24 hours a day, and it is expected that during peak training periods (March – June & Sept – Dec), service may be necessary from daybreak to sunset. In preparation of major exercises, reasonable advance notice of one week will be granted, however it is expected that the contractor be responsive to changing operational needs. No fills are required to be identified to the Technical Authority within 24 hours from the start of the request.
- (3) Only authorized personnel will request services, eliminating errors with regards to billing and payment. All requests must go through the Technical Authority / Latrine Coordinator.
- (4) For the purpose of this requirement winter months will be designated as 1 November to 31 March.
- (5) The Technical Authority reserves the right to conduct random audits of the contractor's waste disposal system. This may include having DND personnel follow or ride in a contractor vehicle throughout all or part of the pumping and disposal process. The contractor must provide the Technical Authority access to all elements of the process, including positioning of equipment, charging, collection and disposal, when requested and throughout the duration of the requirement.
- (6) There may be instances where DND requires additional equipment or service. This requirement includes the provision for rental of latrines, hand wash stations, grey water tanks of various sizes, and other ancillary equipment on an as and when required basis.
- (7) The contractor's staff must have knowledge of reading and utilizing military grid (or be able to learn) references to find a location for the placement, servicing and pick up of the equipment.
- (8) All service calls will be confirmed by a "DND 626 – Task Authorization Form" request by the Technical Authority (Latrine Coordinator).
- (9) All equipment listed must be removed within 24 hours of the completion of the Task Authorization.

-
- (10) The contractor must have and maintain an email account throughout this requirement.
 - (11) Disposal sites will be identified to the Technical Authority at the onset of the requirement. The contractor must only dispose of septage in these provincially approved disposal sites.
 - (12) The contractor must ensure regular maintenance is conducted on the sewage pumper trucks. The contractor must provide to the Technical Authority, copies of all receipts for proof of completed services.
 - (13) The contractor must complete annual inspections on all owned vehicles, trailers, and equipment. The contractor must provide to the Technical Authority, copies of all inspection sheets. Any and all defects will be identified to the TA with the plan of repairs including a timeline.
- (c) Certificates of Approval / Compliance
- (1) The following items will be provided to the TA upon renewal of applicable certification. There shall always be a copy of current active certificates provided for and remain on file with the Technical Services Operations Cell.
 - (2) Contractor is responsible to obtain and maintain all local, provincial and federal certificates of approval necessary to carry out all aspects of this requirement.
 - (3) Certificate of Approval: Hauled Sewage Waste Management Systems.
 - (4) Certificate of Approval: Hauled Sewage Spreading Site (if required).
 - (5) Letter of Approval from Municipality confirming knowledge and acceptance of dumping (if required).
 - (6) Copies of Certificates of Approval, Provincially Approved disposal sites; and
 - (7) Letters of Approval and Vehicle and equipment certification (license, safety, insurance).
- (d) Equipment Type / Delivery and Service
- Equipment and service covered under this requirement includes but is not limited to the following:
- (1) Rental Latrines including Barrier Free Access Latrines.
 - (2) Rental Hand Wash stations including Barrier Free Access Hand Wash stations.
 - (3) Grey Water containers.
 - (4) Rental Grey Water containers; and
 - (5) Orange human waste bag pick up.
- (e) Rental Latrines
- (1) The movement/relocation of rental latrines and ancillary equipment must be performed in a safe manner. Equipment must be properly fastened to prevent damage. At no time will equipment be transported with septage in the holding chambers.
 - (2) The contractor will pick up the requisition form prior to attending the service call during working hours and at no time will the contractor enter or leave the Base without reporting to the TA.
 - (3) The contractor must transport and place rental latrines, from Range Control or other site, to the destination requested by the TA. Within 24 hours of the requested period of service has lapsed, rental latrines will be returned prior to DND owned latrines (if utilized), to Range Control or other predetermined sites as directed by the TA.
 - (4) The contractor must ensure that the latrines are not damaged in transit, and are delivered ready to use. Latrines will be cleaned inside and out, disinfected with no visible refuse, dirt, dust, chemical or other unsanitary condition. All septage must be removed from the waste tank and re-charged with 5 gallons of water in summer and an antifreeze additive in winter, including an adequate

odour control agent, and supplied with 4 rolls of single ply, 1000 sheet toilet paper.

- (5) Latrines will be situated on level ground and in a safe and accessible manner.
- (6) All Rental Latrines will receive a final pumping prior to being removed, relocated or returned. The waste tank will not be recharged and consumables will not be replaced.
- (7) The contractor will dispose of septage from septic and holding tanks at an approved site in accordance with all Province of Ontario regulations. Confirmation of the approved site will be provided to the TA at the onset of the requirement. There will be no dumping at any location other than approved sites, without prior written approval by PSPC and Tech Svcs Ops.
- (8) Should a spill or overflow occur or be noticed, contractor must immediately notify contract POC.

(f) Rental Hand Wash Stations

- (1) Rental of Hand Wash stations with complete service to include delivery to the designated area as directed by the TA, set-up, cleaned and disinfected, reservoirs filled with water and hand soap/sanitizer, paper towel, and the removal from sites within 24 hours of the completion of the call-up. The contractor must provide an all-inclusive service to include daily complete exterior cleaning, draining of the hand wash station, refill with clean water, and refill of hand soap/sanitizer, paper towel.
- (2) During the winter months these rentals should only be utilized indoors in a heated environment.

(g) Rental Grey Water Containers

- (1) The movement/relocation/delivery of rental grey water containers must be performed in a safe manner. Equipment must be properly fastened to prevent damage. At no time will equipment be transported with grey water in the holding tank. Grey water containers will be delivered and set-up in a safe and accessible location as directed by the TA. These containers should be offered in various sizes/capacities.
- (2) The contractor must transport and place rental grey water containers, from Range Control or other site, to the destination requested by the TA. Within 24 hours of the requested period of service has lapsed, the rental containers will be pumped and returned before DND owned containers (if utilized) to Range Control or other predetermined sites as directed by the TA.
- (3) The contractor must pump and dispose of grey water, at an approved location, at the frequency requested in the call-up procedures, and as directed by the TA. Winter months will apply to grey water like latrines and hand wash stations.

(h) Orange Human Waste Bag Pick up

- (1) During the winter months (November – March) and when the placement of portable toilets is not feasible it may be necessary to collect and dispose of bagged effluent from field commodes, on an as and when required basis. Orange bagged effluent will be removed and disposed of at an approved site, with the proper disposal of plastic bags to be the sole responsibility of the contractor.

(i) Invoicing

- (1) The contractor's invoice must be forwarded to the TA (latrine coordinator) for each call-up no later than 14 days after the Task Authorization has ended.
- (2) The invoice will include the following information:
 - (a) Company name and address.
 - (b) Garrison billing information.

- (c) Contract number.
 - (d) Invoice number.
 - (e) Date.
 - (f) DND 626 Task Authorization Form, document number.
 - (g) Site location for the service provided.
 - (h) Short description, quantity and type of equipment or service provided.
 - (i) Accurate dates of service provided
 - (j) Approved rates; and
 - (k) Total amount per line item.
- (3) Costing of rental equipment must include daily servicing (pumping, cleaning every 24 hours) of said equipment, this will be for ease of the end user renting the equipment, it is expected latrines, hand wash stations and grey water containers will need servicing every 24 hours throughout the rental period and be included in the cost.
- (4) Rental periods for equipment must include: daily, weekly, and monthly for extended periods of time.

9. Equipment Storage

- (a) The contractor is permitted to store equipment at a designated site within Garrison Petawawa boundaries and as agreed with the TA. Note that areas may change and are subject to operational commitments by DND/CAF.
- (b) Snow clearing of the contractor's designated parking area is the sole responsibility of the contractor and no costs will be borne by DND.
- (c) Only equipment authorised under this contract is permitted to be stored on the Garrison.
- (d) All contractor equipment utilized at Garrison Petawawa will be identified and marked by the contractor.
- (e) The contractor will be responsible to maintain a high standard of sanitation, organization and cleanliness throughout the equipment storage area, subject to random inspections by DND personnel and will be aware of and subject to AI 6.102 Annex A, Spill Prevention and Response for Garrison Petawawa and Appendix A1 to Annex A (AI 6.102 Spill Prevention and Response).
- (f) DND will not be held responsible for any contractor equipment or materials stored, in use or unattended at Garrison Petawawa.

10. Additional Certifications Required with the Bid

- a) Proof of Insurance that meets or exceeds the coverage stipulated (\$2M)
- b) Copy of your company's most recent, signed Health and Safety Plan as it relates to this requirement.
- c) A copy of WSIB Clearance Certificate
- d) A copy of mechanical certification for all Vehicle and Equipment to be used for work on this requirement. The certificate must be dated within thirty (30) days of award

ANNEX "B"

BASIS OF PAYMENT

Note to Bidders:

All text in italics in this Annex will be removed from the resulting Contract.

Estimated Usages:

The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for one year and are an estimate of the requirement made in good faith.

Applicable Taxes

HST must not be included in the unit prices (but will be added as a separate item to any invoice issued)

Pricing:

All prices are firm, all-inclusive, unit prices in Canadian dollars, FOB Destination, Canadian customs duties and excise taxes included, HST excluded. HST is not included in the pricing but will be added as a separate item to any invoice issued.

ITEM	DESCRIPTION	UNIT OF ISSUE	Est. Qty per Year	Firm Unit Price 1 Dec 2021-30 Nov 2022
LATRINE SERVICE				
1	Orange human waste bag pickup & disposal in accordance with specification (para 8.of the SOW).			
1a)	On base	EA	2,000	
1b)	Off base between 0-100 km radius	EA	100	
1c)	Off base between 101-250 km radius	EA	100	
2	Rental of portable toilets, complete with daily service to include pick-up and delivery to sites throughout the training area and surrounding areas, ready for use, in accordance with specification (Para 7.(f)) To include final pumping and disposal of effluent from portable toilets, in accordance with specification (Para 7.e.vi and Para 7.f.vi)			
2a)	On base	EA	2,500	
2b)	Off base between 0-100 km radius	EA	100	
2c)	Off base between 101-250 km radius	EA	100	
3	Rental of Handicap Portable toilets, provided with complete daily service to include pick-up and delivery to sites throughout the training area and surrounding areas, Ready for Use in accordance with specification Para 7.f. To include final pumping and disposal of effluent from portable toilets, in accordance with specification (Para 7.e.vi and Para 7.f.vi).			
3a)	On base	Day	12	

3b)	Off base delivery between 0-100 km radius	Day	1	
3c)	Off base between 101-250 km radius	Day	1	
4	Winter rental of portable toilets, complete with daily service to include pick-up and delivery to sites throughout the training area and surrounding areas, ready for use, in accordance with specification (Para 7.(f)) To include final pumping and disposal of effluent from portable toilets, in accordance with specification (Para 7.e.vi and Para 7.f.vi)			
4a)	On base	EA	2,000	
4b)	Off base between 0-100 km radius	EA	20	
4c)	Off base between 101-250 km radius	EA	20	
5)	Winter rental of Handicap Portable toilets, provided with complete daily service to include pick-up and delivery to sites throughout the training area and surrounding areas, Ready for Use in accordance with specification Para 7.f. To include final pumping and disposal of effluent from portable toilets, in accordance with specification (Para 7.e.vi and Para 7.f.vi).			
5a)	On base	EA	12	
5b)	Off base between 0-100 km radius	EA	1	
5c)	Off base between 101-250 km radius	EA	1	
6	Rental of heated portable toilets, complete with daily service to include pick-up and delivery to sites throughout the training area and surrounding areas, ready for use, in accordance with specification (Para 7.(f)) To include final pumping and disposal of effluent from portable toilets.			
6a)	On base	EA	3	
6b)	Off base between 0-100 km radius	EA	3	
6c)	Off base between 101-250 km radius	EA	3	
RENTAL HAND WASH STATIONS				
7	Rental of hand wash stations, all-inclusive service, to included pick-up and delivery to sites throughout the training area and surrounding areas, set-up, supply of consumables, in accordance with specification (Para 7.g)			
7a)	On base	Day	4,500	
7b)	Off base between 0-100 km radius	Day	250	
7c)	Off base between 101-250 km radius	Day	250	
GREY WATER CONTAINERS				
8	Rental of Grey Water Container, 250/600/3000 gallon (approximate), includes delivery and set-ups, to sites throughout the training area or surrounding areas, and final pumping, disposal and removal of containers upon completion of requirement, in accordance with specification (Para 7j)			
8a)	250 gallon	Day	200	
8b)	250 gallon	Week	50	
8c)	250 gallon	Month	5	
8d)	600 gallon	Day	50	

8e)	600 gallon	Week	10	
8f)	600 gallon	Month	5	
8g)	3000 gallon	Day	8	
8h)	3000 gallon	Week	4	
8i)	3000 gallon	Month	1	
9	Pumping and disposal of Grey Water Containers of varying capacities, DND owned or rental units, at sites throughout the training area or surrounding area, as and when required/directed by the Technical Authority, in accordance with specification (Para 7.i and 7.j)			
9a)	250 gallon on base	EA	2,000	
9b)	250 gallon off base between 0-100 km radius	EA	75	
9c)	250 gallon off base between 101-250 km radius	EA	75	
9d)	600 gallon on base	EA	325	
9e)	600 gallon off base between 0-100 km radius	EA	10	
9f)	600 gallon off base between 101-250 km radius	EA	10	
9g)	3000 gallon on base	EA	175	
9h)	3000 gallon off base between 0-100 km radius	EA	10	
9i)	3000 gallon off base between 101-250 km radius	EA	10	
INDUSTRY PROPOSED WINTER HAND WASH STATIONS				
10	Rental of winterized or alternative waterless hand wash stations, all-inclusive service, to include pick-up and delivery to sites throughout the training area and surrounding areas, set-up and supply of consumables in accordance with specification (para 7g)			
10a)	On base	Day	3	
10b)	Off base delivery between 0-100 km radius	Day	1	
10c)	Off base delivery between 101-250 km radius	EA	1	
DND-OWNED LATRINES SERVICING				
11	Pick-up and delivery of DND-owned portable toilets, from holding area on Garrison Petawawa to sites throughout the training area and surrounding areas, ready for use, in accordance with specification (5(j)).			
11a)	On base	EA	25	
11b)	Off base delivery between 0-100 km radius	EA	1	
11c)	Off base delivery between 101-250 km radius	EA	1	

ANNEX "C"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- 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.
 - e. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

Buyer ID - Id de l'acheteur
PET907
CCC No./N° CCC - FMS No./N° VME

Solicitation No. - N° de l'invitation
W0107-22BC31/A
Client Ref. No. - N° de réf. du client
W0107-22BC31

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-1-55009

Buyer ID - Id de l'acheteur
PET907
CCC No./N° CCC - FMS No./N° VME

ANNEX "E" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

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

Solicitation No. - N° de l'invitation
W0107-22BC31/A
Client Ref. No. - N° de réf. du client
W0107-22BC31

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-1-55009

Buyer ID - Id de l'acheteur
PET907
CCC No./N° CCC - FMS No./N° VME

ANNEX "F"

ADDITIONAL CERTIFICATION INFORMATION

1. Board of Directors

In accordance with the **Ineligibility and Suspension Policy**, Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - _____

Suppliers may register for a PBN online at **Supplier Registration Information**. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.