

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

## Comments - Commentaires

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> RISO - Ready-Mix Concrete	
<b>Solicitation No. - N° de l'invitation</b> W0113-13Q169/A	<b>Date</b> 2012-11-06
<b>Client Reference No. - N° de référence du client</b> W0113-3-Q3169	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-212-6080
<b>File No. - N° de dossier</b> TOR-2-35174 (212)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-12-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Shaw, Marian	<b>Buyer Id - Id de l'acheteur</b> tor212
<b>Telephone No. - N° de téléphone</b> (905)615-2065 ( )	<b>FAX No. - N° de FAX</b> (905)615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB Borden 247 Cambrai Rd, Bldg O-111 Borden Ontario L0M1C0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
<b>Telephone No. - N° de téléphone</b>	
<b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

### **PART 2 - OFFEROR INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

1. Offer Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Code of Conduct Certifications - Certifications Required Precedent to Issuance of a Standing Offer
2. Certifications Precedent to Issuance of a Standing Offer

### **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

#### **A. STANDING OFFER**

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Instrument
7. Limitation of Call-ups
8. Financial Limitation
9. Priority of Documents
10. Certifications
11. Applicable Laws

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

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment

Solicitation No. - N° de l'invitation

W0113-13Q169/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor212

Client Ref. No. - N° de réf. du client

W0113-3-Q3169

File No. - N° du dossier

TOR-2-35174

CCC No./N° CCC - FMS No/ N° VME

---

- 5. Invoicing Instructions
- 6. Insurance
- 7. *SACC Manual* Clauses

**List of Annexes:**

- Annex A - Requirement and Basis of Payment
- Annex B - Sample - Quarterly Usage Reporting Form
- Annex C - Calculation of Price for Evaluation Purposes Only

## PART 1 - GENERAL INFORMATION

### 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: includes the certifications to be provided;   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:   |
|        | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  |
|        | 6B, 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 Requirement and Basis of Payment and any other annexes.

### 2. Summary

- (i) To supply and deliver Ready Mix Concrete, for the Department of National Defence, Canadian Forces Base (CFB) Borden, Borden, Ontario, on an "as and when requested" basis, during the period of the Standing Offer, in accordance with the Requirement at Annex A.
- (ii) The period of the resulting standing offer will be for 1 year from date of issuance (estimated to be 1 February 2013 to 31 January 2014), with a right to request an extension of the Standing Offer by one (1) additional year under the same terms and conditions.
- (iii) Only 1 Standing Offer will be issued as a result of this RFSO.
- (iv) The historical volumes are specified at Annex A, under Estimated usage. This information is only an estimate which is made in good faith and does not represent an agreement by Canada for the estimated expenditure or any quantity.
- (v) Pursuant to section 01 of Standard Instructions 2006 and 2007, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

- (vi) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### 3. Debriefings

After issuance of a standing offer, 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.

## PART 2 - OFFEROR INSTRUCTIONS

### 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>) 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 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has 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 provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form* - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

---

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

#### **1.1 SACC Manual Clauses**

M0019T (2007-05-25), Firm Price and/or Rates

#### **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 on page 1 of the Request for Standing Offers.

#### **3. 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### **4. 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 Ontario.

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

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### **1. Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copies)

Section II: Financial Offer (1 hard copies)

Section III: Certifications (1 hard copies)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex A, Requirement and Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

#### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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.

#### 1.1. Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Bids must be in accordance with the requirement detailed at Annex A.

#### 1.2 Financial Evaluation

##### 1.2.1 Mandatory Financial Criteria

The Offeror must provide firm unit prices for all line items for the firm + extension years, in accordance with the Requirement and Basis of Payment at Annex A.

##### 1.2.2 Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

- 1.2.3 The price will be evaluated in accordance with Annex C, Calculation of Price for Evaluation Purposes. The evaluated price will be the Total Aggregate Price for the entire standing offer period including option periods.

### 2. Basis of Selection

#### 2.1 Basis of Selection - Mandatory Technical Criteria Only

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

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

## **1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer**

- 1.1** Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html) - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

## **2. Certifications Precedent to Issuance of a Standing Offer**

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

### **2.1 Federal Contractors Program - Certification**

#### **Federal Contractors Program - \$200,000 or more**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:  
The Offeror or the member of the joint venture

- 
- a. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. ( ) is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

- 1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### **2. 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>) issued by Public Works and Government Services Canada.

##### **2.1 General Conditions**

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection 4 of Section 11 - Code of Conduct and Certifications - Standing Offer of 2005 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

## **2.2 Standing Offers Reporting**

### **Periodic Usage Reports - Standing Offer**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "B". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

(If an alternate reporting period is required, delete the quarterly periods provided below and define the alternate reporting period.)

The quarterly reporting 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;

4th quarter: January 1 to March 31.

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

## **3. Term of Standing Offer**

### **3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 1 February 2013 to 31 January 2014.

### **3.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority any time before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **4. Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Marian Shaw  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Ontario Region Directorate  
33 City Centre Drive, Suite 480  
Mississauga, Ontario L5B 2N5

Telephone: (905) 615-2065  
Facsimile: (905) 615-2060  
E-mail address: marian.shaw@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

##### **4.2 Project Authority**

The Project Authority for the Standing Offer is:

*(To be provided at standing offer issuance)*

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.

##### **4.3 Offeror's Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email Address: \_\_\_\_\_

#### **5. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: The Department of National Defence, Defence Construction Engineering, Canadian Forces Base (CFB) Borden, Borden, Ontario.

## 6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or an electronic version.

## 7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$15,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 8. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ *(to be inserted at standing offer issuance)* (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 9. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-07-16), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2012-07-16) General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement and Basis of Payment;
- f) the Offeror's offer dated \_\_\_\_\_

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 11. 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 Ontario.

## 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.

### 1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications - Contract of 2010A referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

Section 16 Interest on Overdue Accounts, of 2010A (2012-07-16) Goods (Medium Complexity) will not apply to payments made by credit cards.

### 3. Term of Contract

#### 3.1 Delivery Date

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

### 4. Payment

#### 4.1 Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s OR "firm lot price(s)", as specified in Annex A for a cost of (\$ *amount as stipulated in the call-up document*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

#### 4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16), Limitation of Price

#### 4.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12), Multiple Payments

**4.4 Payment by Credit Card**

The following credit card is accepted: \_\_\_\_\_.

**OR**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

**5. Invoicing Instructions**

5.1 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.

5.2 Invoices must be distributed as follows:

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

**6. Insurance**

*SACC Manual* clause G1005C (2008-05-12) Insurance

**7. SACC Manual Clauses**

A9006 (2012-07-16) Defence Contract

A9062C (2011-05-16) Canadian Forces Site Regulations

**ANNEX "A"****REQUIREMENT AND BASIS OF PAYMENT**

The Contractor must supply and deliver the Ready Mix Concrete as detailed below on an "as and when requested" basis to the Department of National Defence, Canadian Forces Base (CFB) Borden, Borden, Ontario.

The following are firm unit prices in Canadian funds, including Canadian customs duties, excise taxes, F.O.B. destination, including all delivery charges. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

**Firm Period: Year 1 - 01 February 2013 to 31 January 2014**

Item	Description	Firm Unit Price / Unit of Issue
1	Ready Mix Concrete 25 MPA, ¾ inch stone	\$_____ / M3
2	Ready Mix Concrete 41.5 MPA, ¾ inch stone	\$_____ / M3
3	Ready Mix Concrete 25 MPA, 3/8 inch stone	\$_____ / M3
4	Ready Mix Concrete 30 MPA, ¾ inch stone	\$_____ / M3
5	Heating (when required)	\$_____ / M3
6	1% Calcium (when required)	\$_____ / M3
7	2% Calcium (when required)	\$_____ / M3
8	Air entrainment (when required)	\$_____ / M3
9	Use of conveyor belt (when required)	\$_____ / Each
10	Screened sand	\$_____ / Tonne
11	35 CI Superpalasticiser	\$_____ / M3
12	All other miscellaneous products related to the above less a discount of _____ percent (Estimated usage \$5,000.00).	

**Option Period: Year 2 - 01 February 2014 to 31 January 2015**

Item	Description	Firm Unit Price / Unit of Issue
1	Ready Mix Concrete 25 MPA, ¾ inch stone	\$_____ / M3
2	Ready Mix Concrete 41.5 MPA, ¾ inch stone	\$_____ / M3
3	Ready Mix Concrete 25 MPA, 3/8 inch stone	\$_____ / M3
4	Ready Mix Concrete 30 MPA, ¾ inch stone	\$_____ / M3
5	Heating (when required)	\$_____ / M3
6	1% Calcium (when required)	\$_____ / M3
7	2% Calcium (when required)	\$_____ / M3
8	Air entrainment (when required)	\$_____ / M3
9	Use of conveyor belt (when required)	\$_____ / Each
10	Screened sand	\$_____ / Tonne
11	35 CI Superpalasticiser	\$_____ / M3
12	All other miscellaneous products related to the above less a discount of _____ percent (Estimated usage \$5,000.00).	

**ANNEX B****SAMPLE - QUARTERLY USAGE REPORTING FORM**

Reports must be submitted to the Contracting Authority: [marian.shaw@pwgsc-tpsgc.gc.ca](mailto:marian.shaw@pwgsc-tpsgc.gc.ca) every quarter, detailing the information below. Failure to comply with this request may result in the withdrawal of the Standing Offer.

Standing Offer No.				Start Date of SO (DD/MM/YYYY)		End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)		Start Reporting Period (DD/MM/YYYY)		End Reporting Period (DD/MM/YYYY)	
Invoice Number	Date of Call-up/ Date of Order	Call-up Number	Item Description	Item Quantity	Unit of Issue	Total Value of Call-Up (GST/HST Extra)	

**OR NIL REPORT:** We have not done any business with the federal government for this period  
**PREPARED BY:**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

**ANNEX C****CALCULATION OF PRICE FOR EVALUATING PURPOSES ONLY****Year 1 - 01 February 2013 to 31 January 2014**

Item	Description	Estimated Usage	Firm Unit Price / Unit of Issue	Extended Price
1	Ready Mix Concrete 25 MPA, ¾ inch stone	80	\$_____ / M3	\$
2	Ready Mix Concrete 41.5 MPA, ¾ inch stone	80	\$_____ / M3	\$
3	Ready Mix Concrete 25 MPA, 3/8 inch stone	80	\$_____ / M3	\$
4	Ready Mix Concrete 30 MPA, ¾ inch stone	450	\$_____ / M3	\$
5	Heating (when required)	40	\$_____ / M3	\$
6	1% Calcium (when required)	50	\$_____ / M3	\$
7	2% Calcium (when required)	50	\$_____ / M3	\$
8	Air entrainment (when required)	50	\$_____ / M3	\$
9	Use of conveyor belt (when required)	81	\$_____ / Each	\$
10	Screened sand	100	\$_____ / Tonne	\$
11	35 CI Superpalasticiser	2	\$_____ / M3	\$
<b>Total Price for Year 1 (Sum of the Extended Prices)</b>				<b>\$</b>

**Year 2 - 01 February 2014 to 31 January 2015**

Item	Description	Estimated Usage	Firm Unit Price / Unit of Issue	Extended Price
1	Ready Mix Concrete 25 MPA, ¾ inch stone	80	\$_____ / M3	\$
2	Ready Mix Concrete 41.5 MPA, ¾ inch stone	80	\$_____ / M3	\$

Solicitation No. - N° de l'invitation

W0113-13Q169/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor212

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0113-3-Q3169

TOR-2-35174

3	Ready Mix Concrete 25 MPA, 3/8 inch stone	80	\$_____ / M3	\$
4	Ready Mix Concrete 30 MPA, ¾ inch stone	450	\$_____ / M3	\$
5	Heating (when required)	40	\$_____ / M3	\$
6	1% Calcium (when required)	50	\$_____ / M3	\$
7	2% Calcium (when required)	50	\$_____ / M3	\$
8	Air entrainment (when required)	50	\$_____ / M3	\$
9	Use of conveyor belt (when required)	81	\$_____ / Each	\$
10	Screened sand	100	\$_____ / Tonne	\$
11	35 CI Superpalasticiser	2	\$_____ / M3	\$
	<b>Total Price for Year 2 (Sum of the Extended Prices)</b>			<b>\$</b>