

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Travaux publics et Services gouvernementaux  
Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7 ième étage  
Montréal  
Québec  
H5A 1L6  
FAX pour soumissions: (514) 496-3822

**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**

<b>Title - Sujet</b> OCIR:Location & Vidange de Toilette	
<b>Solicitation No. - N° de l'invitation</b> W3380-13S100/A	<b>Date</b> 2013-11-08
<b>Client Reference No. - N° de référence du client</b> W3380-13-S100	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTA-739-12483	
<b>File No. - N° de dossier</b> MTA-3-36138 (739)	<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 2013-12-23</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Carpentier, Patricia	<b>Buyer Id - Id de l'acheteur</b> mta739
<b>Telephone No. - N° de téléphone</b> (514) 496-3505 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE GARNISON ST-JEAN, MTL, ST-HUBERT CTSE FARNHAM & ST-BRUNO ROUTES & TERRAINS (Svc DU GÉNIE) Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7 ième étage  
Montréal  
Québec  
H5A 1L6

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## 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. Former Public Servant
4. Enquiries - Request for Standing Offers
5. 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. Mandatory Certifications Required 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. Proactive Disclosure of Contracts with Former Public Servants
6. Identified Users
7. Call-up Instrument
8. Limitation of Call-ups
9. Financial Limitation
10. Priority of Documents
11. Certifications
12. Applicable Laws

## **B. RESULTING CONTRACT CLAUSES**

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. *SACC Manual* Clauses

### List of Annexes:

- Annex A - Requirement
- Annex B - Basis of Payment
- Annex C - Mandatory technical criteria to be demonstrated upon bid deposit

## 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; and
- 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, the Basis of Payment and any other annexes.

### 2. Summary

#### Description

Request for a standing offer to provide the rental, transportation and maintenance of portable chemical toilets, and emptying of portable chemical toilets, wastewater collecting tank and wastewater holding tank, including field kitchen and sink wastewater collecting tanks, on request and as needed, on behalf of the Department of National Defense (DND) to one of the following locations: St-Jean Garrison (100 Chemin Grand Bernier, St-Jean-sur-Richelieu, Quebec), Farnham Ranges and Training Areas (RAT) (1000 Principale, Hwy 104, Farnham, Quebec), St-Bruno Range (100 Rang des vingt, St-Basile-le-Grand, Quebec) and other locations (in the greater metropolitan region, but within 100 km of St-Jean-Garrison).

#### Period of the standing offer

The period of the standing offer will be from January 1, 2014 to December 31, 2014 with two (2) optional years from January 1, 2015 to December 31, 2015 and from January 1, 2016 to December 31, 2016.

## Code of conduct and certifications

Offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.

## Former public servant

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

## Free trade agreement

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

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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 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. Former Public Servant

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

#### Definitions

For the purposes of this clause,

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

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

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

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

**Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

**3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven ( 7 ) 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 province of Quebec.

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 (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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 should:

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

#### Section I: Technical Offer

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

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### 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 \_\_\_\_\_



Solicitation No. - N° de l'invitation

W3380-13S100/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MTA-3-36138

Buyer ID - Id de l'acheteur

mta739

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

W3380-13-S100

CCC No./N° CCC - FMS No/ N° VME

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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

Technical documentation

It is mandatory to provide the technical / descriptive documents of the product that you are offering to allow it's technical evaluation. Failure to comply will render your bid non responsive.

You have to demonstrate in your technical submission that your product is compliant with every characteristics mentioned in Annex C.

##### 1.1.1 Mandatory Technical Criteria

Compliance to mandatory criteria to comply upon bid deposit of Annex C.

#### 1.2 Financial Evaluation

For evaluation purposes, the total value including the 2 optional periods according to the estimated quantities and unit prices for every item will be considered.

Note: In part 1 and 2 of Annex B - Basis of payment, unit price per waste removal and fixed price per litre for work performed on Sundays and outside regular hours must be supplied but will not be considered for the evaluation of the bids.

In part 4 of Annex B - Basis of payment, prices for parts to be replaced and/or repaired must be supplied, but will not be considered for the evaluation of the bids.

### 1.3 Evaluation of Price

SACC Reference	Section	Date
M0220T	Evaluation of Price	2013-04-25
M0222T	Evaluation of Price	2013-04-25

## 2. 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 and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [HRSDC-Labour's website](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **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 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **4.1 Period of the Standing Offer**

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

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one year period, from January 1, 2015 to December 31, 2015 and from January 1, 2016 to December 31, 2016 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **5. Authorities**

#### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Patricia Carpentier  
Supply specialist  
Public Works and Government Services Canada  
Acquisitions Branch

Solicitation No. - N° de l'invitation

W3380-13S100/A

Amd. No. - N° de la modif.

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Telephone: 514-496-3505

Facsimile: 514-496-3822

E-mail address: [patricia.carpentier@tpsgc-pwgsc.gc.ca](mailto:patricia.carpentier@tpsgc-pwgsc.gc.ca)

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

## 5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 5.3 Offeror's Representative

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

## 6. Proactive Disclosure of Contracts with Former Public Servants

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

## 7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defense.

## 8. 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.

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Applicable Taxes included).

## **10. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Applicable Taxes 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 \_\_\_\_\_ 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.

## **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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2029, 2013-04-25, Goods or services (low dollar value);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_.

## **12. Certifications**

### **12.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

## **13. Applicable Laws**

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

## **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 perform the Work described in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2029 (2013-04-24), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2008-12-12) Interest on Overdue Accounts will not apply to payments made by credit cards.

### **3. Term of Contract**

#### **3.1 Period of the Contract**

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

### **4. Proactive Disclosure of Contracts with Former Public Servants**

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

### **5. Payment**

#### **5.1 Basis of Payment - Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.



### 5.1.1 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 percent committed, or

b.four (4) 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.

### 5.2 Limitation of Price

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

### 5.3 Multiple Payments

*SACC Manual* clause H1000C(2008-05-12) Multiple Payments

### 5.4 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

C2000C (2007-11-30), Taxes - Foreign-Based contractor

### 5.5 Payment by Credit Card

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

Solicitation No. - N° de l'invitation

W3380-13S100/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W3380-13-S100

MTA-3-36138

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## **6. Invoicing Instructions**

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

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.

## **7. SACC Manual Clauses**

SACC Reference

A9062C

Canadian Forces Site Regulations

2011-05-16

G1005C

Insurance

2008-05-12

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**ANNEX "A" - REQUIREMENT****RENTAL, TRANSPORTATION AND REPAIR OF PORTABLE CHEMICAL TOILETS, AND  
EMPTYING OF PORTABLE CHEMICAL TOILETS AND WASTEWATER HOLDING TANK***DEPARTMENT OF NATIONAL DEFENCE (DND)**5 AREA SUPPORT GROUP— ST-JEAN, FARNHAM, ST-BRUNO AND MONTREAL GARRISONS***1. AIM**

The aim of this statement is to describe the general and specific requirements regarding the rental, transportation and maintenance of portable chemical toilets, and emptying of portable chemical toilets, wastewater collecting tank and wastewater holding tank, including field kitchen and sink wastewater collecting tanks, on request and as needed, on behalf of the Department of National Defence (DND) to one of the following locations.

**2. APPLICABLE LOCATIONS**

The applicable goods and services will be provided at the following locations:

**St-Jean Garrison**

(100 Chemin Grand Bernier, St- Jean-sur-Richelieu, QC)

**Farnham Ranges and Training Areas (RTA)**

(1000 Principale, Hwy 104, Farnham, QC)

**St-Bruno Range**

(100 Rang des vingt, St-Basile-le-Grand, QC)

**Other locations**

(In the greater metropolitan region, but within 100 km of  
St-Jean Garrison)

**3. DESCRIPTION OF GOODS AND SERVICES****3.1 General**

The goods and services to be provided include the supply of all labour, materials, products, transportation and equipment and anything else required to fully, correctly and satisfactorily perform the following services and any call-ups.

### **3.2 The contractor must deliver the following goods and services**

1. Supply for rent a variable number of standard portable chemical toilets, on request and as needed only;
2. Supply the labour, machinery and equipment required to handle, deliver, pick up and move each toilet, up to a maximum of twenty (20) simultaneously;
3. Supply the labour, machinery and equipment required to empty (pump) waste from each toilet tank and/or wastewater tank and/or kitchen and field sink wastewater tank;
4. Supply replacement products for the tank of each toilet;
5. Supply toilet paper and re-stock as needed; and
6. Supply cleaning, washing, maintenance and repair services for the toilets.

## **4. LIMITATIONS AND RESTRICTIONS**

### **4.1 Chemical toilets**

Each toilet must be a clean, standard vinyl toilet in good working order. Each toilet must have all standard components and accessories, including a latching door, toilet seat, a urinal, at least one toilet paper dispenser with two rolls or an equivalent double roll, ventilation grates, a tank and the appropriate products for winter.

### **4.2 Toilets supplied by DND**

DND already owns a certain number of standard portable chemical toilets that are already stored on site at some of the applicable locations, as indicated in paragraph 2.

The number of DND toilets stored on site is usually sufficient to meet everyday needs. However, on request from the DND representative, the contractor shall be able to supply rental toilets at all times for varying lengths of time within the timeframes set out herein.

### **4.3 Storage**

The DND has storage space on site for its exclusive use for the toilets and materiel it owns. The contractor and its staff may have access to the storage facility for the purposes of the services set out herein only.

The contractor must first obtain authorization to access and/or use the storage facility from the DND designated representative. Materiel stored in DND facilities will be carefully and safely arranged according to instructions and to the satisfaction of the DND representative.

#### **4.4 Inspection of DND toilets**

Within ten (10) days following the awarding of the service agreement, toilets that are the property of DND will be inspected jointly by the contractor and the DND representative.

A written report describing the condition of each of the existing DND toilets, as well as any breakage and/or potential repairs required, will be produced by the DND representative in the presence of the contractor's representative. Both individuals shall jointly sign each report and keep one copy.

#### **4.5 Relocation and delivery of toilets**

The contractor must provide services to relocate DND toilets and deliver them to the locations indicated by the DND representative, on request and as needed, as well as to relocate its own fleet of supplied toilets, if applicable.

Vehicles owned by the contractor, including the tow trucks, materiel and equipment supplied, will be of a sufficient capacity to access at all times certain locations that may be rugged or difficult to access, particularly in the Farnham training areas.

#### **4.6 Waste collection services**

The contractor must provide waste collection services for DND toilets as well as for its own fleet of supplied toilets, as well as for the wastewater collecting tanks (field kitchen and wash water), on request and as needed only.

Each of the nineteen (19) wastewater collecting tanks has an approximate capacity of 1,000 litres. Toilets and tanks will be emptied at the request of the DND representative only.

Cleaning, washing and maintenance of each toilet will be done when required, before each pick-up for storage or when relocated on site.

#### **4.7 Replacement products (emptying)**

Products to be added to the tank of each toilet are available off the shelf in Canada and meet environmental standards and regulations so that they can be disposed of at appropriate disposal sites (municipal or other).

All products must be approved by the DND representative before use.

With its proposal, the contractor must provide a copy of each data sheet and specification sheet of the products it plans to use under the service agreement. The contractor or other parties cannot make substitutions for pre-authorized products without the written consent of the DND representative.

#### **4.8 Winter conditions**

Appropriate products that do not freeze shall be used by the contractor in toilet tanks during the period November 1 to April 30 inclusive. The contractor may be asked for a sample for product verification purposes.

Acceptable products for winter conditions include but are not limited to the following:

1. Liquid calcium chloride;
2. Liquid magnesium chloride; and
3. Any other product approved for the market and by the DND representative.

### **5. EXECUTION**

#### **5.1 Availability of services**

Notwithstanding Sundays and holidays, the applicable goods and services shall be available at all times and provided on site between 8:00 am and 4:00 pm, Monday to Saturday inclusive, on request and as needed by DND only.

The contractor shall also be available to provide the applicable services described herein outside the regular business hours indicated above, including Sundays.

1. The services shall be available on site at any of the applicable locations within the following timeframes:
  - 1 “Routine” service: within forty-eight (48) hours following a verbal request from the DND representative or at a time specified in writing on the call-up.
  - 2 “Rush” service: within twenty-four (24) hours following a verbal request from the DND representative.

NB: The designated DND representative determines how urgent the need is.

#### **5.2 Access to sites**

Before carrying out each of the call-ups, the contractor or its representative must introduce himself to the designated DND representative on site to coordinate the execution of the work requested and the orders.

#### **5.3 Delivery slip**

A delivery slip shall be prepared by the contractor and presented in person to the designated DND representative on site for signature, following execution of the requested work.

**ANNEX "B" - BASIS OF PAYMENT****RENTAL, TRANSPORTATION AND REPAIR OF PORTABLE CHEMICAL TOILETS, AND EMPTYING OF PORTABLE CHEMICAL TOILETS AND WASTEWATER HOLDING TANK**

*The prices below shall include, as applicable, labour, transportation, replacement products, disposal fees and anything else required for complete maintenance of the toilets.*

**Partie #1**

Fixed unit price for emptying each toilet (including emptying, disposal of waste, cleaning and replacement of products) :

**Price for the first year from January 1, 2014 to December 31, 2014.**

<b>Summer</b>	<b>Annual estimate (in # of toilets)</b>	<b>Unit price per waste removal for work performed during regular hours</b>	<b>Unit price per waste removal for work performed on Sundays and outside regular hours</b>
At Farnham	1 640	\$_____/removal	\$_____/removal
At St-Jean	131	\$_____/removal	\$_____/removal
At St-Bruno	140	\$_____/removal	\$_____/removal
Other locations	38	\$_____/removal	\$_____/removal
<b>Winter</b>	<b>Annual estimate (in # of toilets)</b>	<b>Unit price per waste removal for work performed during regular hours</b>	<b>Unit price per waste removal for work performed on Sundays and outside regular hours</b>
At Farnham	1 392	\$_____/removal	\$_____/removal
At St-Jean	87	\$_____/removal	\$_____/removal
At St-Bruno	101	\$_____/removal	\$_____/removal

Other locations	32	\$_____/removal	\$_____/removal
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**Price for the second year ( optional) from January 1st, 2015 to December 31st, 2015.**

<b>Summer</b>	<b>Annual estimate (in # of toilets)</b>	<b>Unit price per waste removal for work performed during regular hours</b>	<b>Unit price per waste removal for work performed on Sundays and outside regular hours</b>
At Farnham	1 640	\$_____/removal	\$_____/removal
At St-Jean	131	\$_____/removal	\$_____/removal
At St-Bruno	140	\$_____/removal	\$_____/removal
Other locations	38	\$_____/removal	\$_____/removal
<b>Winter</b>	<b>Annual estimate (in # of toilets)</b>	<b>Unit price per waste removal for work performed during regular hours</b>	<b>Unit price per waste removal for work performed on Sundays and outside regular hours</b>
At Farnham	1 392	\$_____/removal	\$_____/removal
At St-Jean	87	\$_____/removal	\$_____/removal
At St-Bruno	101	\$_____/removal	\$_____/removal
Other locations	32	\$_____/removal	\$_____/removal



**Price for the third year ( optional) from January 1st, 2016 to December 31st, 2016.**

<b>Summer</b>	<b>Annual estimate (in # of toilets)</b>	<b>Unit price per waste removal for work performed during regular hours</b>	<b>Unit price per waste removal for work performed on Sundays and outside regular hours</b>
At Farnham	1 640	\$_____/removal	\$_____/removal
At St-Jean	131	\$_____/removal	\$_____/removal
At St-Bruno	140	\$_____/removal	\$_____/removal
Other locations	38	\$_____/removal	\$_____/removal
<b>Winter</b>	<b>Annual estimate (in # of toilets)</b>	<b>Unit price per waste removal for work performed during regular hours</b>	<b>Unit price per waste removal for work performed on Sundays and outside regular hours</b>
At Farnham	1 392	\$_____/removal	\$_____/removal
At St-Jean	87	\$_____/removal	\$_____/removal
At St-Bruno	101	\$_____/removal	\$_____/removal
Other locations	32	\$_____/removal	\$_____/removal

**Note:** Price for each destination must be supplied for each year ( including the 2 optional years )

Unit price per waste removal for work performed on Sundays and outside regular hours must be supplied, but will not be considered for the evaluation of the bids.

***Partie #2***

Emptying of wastewater holding tanks (including emptying, disposal of waste, cleaning and replacement of products)

**Price for the first year from January 1, 2014 to December 31, 2014.**

<b>Summer</b>	Annual estimate (in litres)	Fixed price per litre for work performed during regular hours	Fixed price per litre for work performed on Sundays and outside regular hours
À Farnham	4 413	\$_____/litre	\$_____/litre
À St-Jean	48	\$_____/litre	\$_____/litre
À St-Bruno	141	\$_____/litre	\$_____/litre
Autres emplacements	43	\$_____/litre	\$_____/litre
<b>Winter</b>	Annual estimate (in litres)	Fixed price per litre for work performed during regular hours	Fixed price per litre for work performed on Sundays and outside regular hours
À Farnham	4 404	\$_____/litre	\$_____/litre
À St-Jean	44	\$_____/litre	\$_____/litre
À St-Bruno	137	\$_____/litre	\$_____/litre
Autres emplacements	41	\$_____/litre	\$_____/litre

**Price for the second year ( optional) from January 1st, 2015 to December 31st, 2015.**

<b>Summer</b>	Annual estimate (in litres)	Fixed price per litre for work performed during regular hours	Fixed price per litre for work performed on Sundays and outside regular hours
À Farnham	4 413	\$_____/litre	\$_____/litre
À St-Jean	48	\$_____/litre	\$_____/litre
À St-Bruno	141	\$_____/litre	\$_____/litre
Autres emplacements	43	\$_____/litre	\$_____/litre
<b>Winter</b>	Annual estimate (in litres)	Fixed price per litre for work performed during regular hours	Fixed price per litre for work performed on Sundays and outside regular hours
À Farnham	4 404	\$_____/litre	\$_____/litre
À St-Jean	44	\$_____/litre	\$_____/litre
À St-Bruno	137	\$_____/litre	\$_____/litre
Autres emplacements	41	\$_____/litre	\$_____/litre

**Price for the third year ( optional) from January 1st, 2016 to December 31st, 2016.**

<b>Summer</b>	Annual estimate (in litres)	Fixed price per litre for work performed during regular hours	Fixed price per litre for work performed on Sundays and outside regular hours
À Farnham	4 413	\$_____/litre	\$_____/litre
À St-Jean	48	\$_____/litre	\$_____/litre
À St-Bruno	141	\$_____/litre	\$_____/litre
Autres emplacements	43	\$_____/litre	\$_____/litre
<b>Winter</b>	Annual estimate (in litres)	Fixed price per litre for work performed during regular hours	Fixed price per litre for work performed on Sundays and outside regular hours
À Farnham	4 404	\$_____/litre	\$_____/litre
À St-Jean	44	\$_____/litre	\$_____/litre
À St-Bruno	137	\$_____/litre	\$_____/litre
Autres emplacements	41	\$_____/litre	\$_____/litre

**Note:** Price for each destination must be supplied for each year ( including the 2 optional years )

Fixed price per litre for work performed on Sundays and outside regular hours must be supplied, but will not be considered for the evaluation of the bids.

**Partie # 3**

Fixed unit price for rental of portable toilets (including delivery and pick-up, filling of products initially included, emptying and disposal during pick-up included, additional waste removal excluded)

**Price for the first year from January 1, 2014 to December 31, 2014.**

<b>Locations</b>	<b>Annual estimate of # of toilets rented per week</b>	<b>Fixed unit price for weekly rental</b>	<b>Annual estimate of # of toilets rented per month</b>	<b>Fixed unit price for monthly rental</b>
At Farnham	3	\$_____/un.	2	\$_____/un.
At St-Jean	3	\$_____/un.	2	\$_____/un.
At St-Bruno	3	\$_____/un.	2	\$_____/un.
Other locations	3	\$_____/un.	2	\$_____/un.

**Price for the second year ( optional) from January 1st, 2015 to December 31st, 2015.**

<b>Locations</b>	<b>Annual estimate of # of toilets rented per week</b>	<b>Fixed unit price for weekly rental</b>	<b>Annual estimate of # of toilets rented per month</b>	<b>Fixed unit price for monthly rental</b>
At Farnham	3	\$_____/un.	2	\$_____/un.
At St-Jean	3	\$_____/un.	2	\$_____/un.
At St-Bruno	3	\$_____/un.	2	\$_____/un.
Other locations				

Solicitation No. - N° de l'invitation

W3380-13S100/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta739

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W3380-13-S100

MTA-3-36138

	3	\$_____/un.	2	\$_____/un.
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**Price for the third year ( optional) from January 1st, 2016 to December 31st, 2016.**

<b>Locations</b>	<b>Annual estimate of # of toilets rented per week</b>	<b>Fixed unit price for weekly rental</b>	<b>Annual estimate of # of toilets rented per month</b>	<b>Fixed unit price for monthly rental</b>
At Farnham	3	\$_____/un.	2	\$_____/un.
At St-Jean	3	\$_____/un.	2	\$_____/un.
At St-Bruno	3	\$_____/un.	2	\$_____/un.
Other locations	3	\$_____/un.	2	\$_____/un.

**Note:** Price for each destination must be supplied for each year ( including the 2 optional years )

**Partie #4**

Fixed unit price for replacement or repair of the parts listed below (including transportation and labour and anything else required to perform repairs)

**Price for the first year from January 1, 2014 to December 31, 2014.**

<b>Parts to be replaced and/or repaired</b>	<b>Annual estimate</b>	<b>Farnham</b>	<b>Saint-Jean</b>	<b>Saint-Bruno</b>	<b>Other locations</b>
Door spring	5	\$_____	\$_____	\$_____	\$_____
Toilet panel	4	\$_____	\$_____	\$_____	\$_____
Door and frame	4	\$_____	\$_____	\$_____	\$_____
Plastic base	3	\$_____	\$_____	\$_____	\$_____
Toilet corner	13	\$_____	\$_____	\$_____	\$_____
Toilet seat	6	\$_____	\$_____	\$_____	\$_____
Toilet paper holder set	5	\$_____	\$_____	\$_____	\$_____
Urinal	5	\$_____	\$_____	\$_____	\$_____

**Price for the second year ( optional) from January 1st, 2015 to December 31st, 2015.**

<b>Parts to be replaced and/or repaired</b>	<b>Annual estimate</b>	<b>Farnham</b>	<b>Saint-Jean</b>	<b>Saint-Bruno</b>	<b>Other locations</b>
Door spring	5	\$_____	\$_____	\$_____	\$_____
Toilet panel	4	\$_____	\$_____	\$_____	\$_____
Door and frame	4	\$_____	\$_____	\$_____	\$_____
Plastic base	3	\$_____	\$_____	\$_____	\$_____
Toilet corner	13	\$_____	\$_____	\$_____	\$_____
Toilet seat	6	\$_____	\$_____	\$_____	\$_____
Toilet paper holder set	5	\$_____	\$_____	\$_____	\$_____
Urinal	5	\$_____	\$_____	\$_____	\$_____



**Price for the third year ( optional) from January 1st, 2016 to December 31st, 2016.**

<b>Parts to be replaced and/or repaired</b>	<b>Annual estimate</b>	<b>Farnham</b>	<b>Saint-Jean</b>	<b>Saint-Bruno</b>	<b>Other locations</b>
Door spring	5	\$_____	\$_____	\$_____	\$_____
Toilet panel	4	\$_____	\$_____	\$_____	\$_____
Door and frame	4	\$_____	\$_____	\$_____	\$_____
Plastic base	3	\$_____	\$_____	\$_____	\$_____
Toilet corner	13	\$_____	\$_____	\$_____	\$_____
Toilet seat	6	\$_____	\$_____	\$_____	\$_____
Toilet paper holder set	5	\$_____	\$_____	\$_____	\$_____
Urinal	5	\$_____	\$_____	\$_____	\$_____

**Note:** Price for each destination must be supplied for each year ( including the 2 optional years ), but will not be considered for the evaluation of the bids.

***Partie #5***

Relocation of chemical toilets on the premises (approximately 0.1 to 2 km)

**Price for the first year from January 1, 2014 to December 31, 2014.**

<b>Locations</b>	<b>Annual estimate of # of relocations</b>	<b>Unit price for relocation of each toilet</b>
Farnham	12	\$_____/each
St-Jean	26	\$_____/each
St-Bruno	6	\$_____/each
Other locations	2	\$_____/each

**Price for the second year ( optional) from January 1st, 2015 to December 31st, 2015.**

<b>Locations</b>	<b>Annual estimate of # of relocations</b>	<b>Unit price for relocation of each toilet</b>
Farnham	12	\$_____/each
St-Jean	26	\$_____/each
St-Bruno	6	\$_____/each
Other locations	2	\$_____/each

Solicitation No. - N° de l'invitation

W3380-13S100/A

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

W3380-13-S100

Amd. No. - N° de la modif.

File No. - N° du dossier

MTA-3-36138

Buyer ID - Id de l'acheteur

mta739

CCC No./N° CCC - FMS No/ N° VME

**Price for the third year ( optional) from January 1st, 2016 to December 31st, 2016.**

Locations	Annual estimate of # of relocations	Unit price for relocation of each toilet
Farnham	12	\$_____/each
St-Jean	26	\$_____/each
St-Bruno	6	\$_____/each
Other locations	2	\$_____/each

**Note:** Price for each destination must be supplied for each year ( including the 2 optional years ).

## ANNEX "C"

### Mandatory technical criteria to be demonstrated upon bid deposit

Suppliers must meet all of the Mandatory Technical Criteria set out in this annex to be considered responsive.

Upon bid deposit, you must provide technical/descriptive documents on the proposed products in order to demonstrate compliance with all of the Mandatory Technical Criteria mentioned in this annex. The technical proposal should present clearly and in sufficient depth the points forming the subject of the evaluation criteria upon which the bid will be evaluated. **It is not enough to simply revisit the statements contained in the Request for proposition. Bidders that do not meet all of the Mandatory Technical Criteria will be rejected without further consideration.**

#### A. Mandatory evaluation criteria

1. The contractor must provide with the proposal the specification sheets for the replacement products to be used during the standing offer.
2. The contractor must provide with the proposal the full address of the liquid waste disposal site.

Solicitation No. - N° de l'invitation

W3380-13S100/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MTA-3-36138

Buyer ID - Id de l'acheteur

mta739

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

W3380-13-S100

CCC No./N° CCC - FMS No/ N° VME

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