

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Power Wash Cleaning Services	
Solicitation No. - N° de l'invitation W0114-14P057/A	Date 2015-04-20
Client Reference No. - N° de référence du client W0114-14-P057	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-620-6582
File No. - N° de dossier KIN-4-42192 (620)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-06-01	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Porter, Marta M.	Buyer Id - Id de l'acheteur kin620
Telephone No. - N° de téléphone (613)483-6084 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE ENGINEERING SERVICES SQUADRON 6 Moro Street KINGSTON Ontario K7K7B4 Canada	
Security - Sécurité 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

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

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See Attached

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements and any other annexes

1.2 Summary

The Department of National Defence, CFB Kingston, has a requirement for power washing of various buildings and equipment at the following locations and as per Annex "A" - Statement of Work:

- CFB Kingston
- RMC
- Kingston Armouries
- Fort Frontenac
- Brockville Armouries

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

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For services requirements, Offerors must provide the required information as detailed in Article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA).

1.3 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

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

2.3. Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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.

2.4. Enquiries - Request for Standing Offers

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

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

2.5. Applicable Laws

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

3.1. Offer Preparation Instructions

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

Section I: Financial Offer (1 hard copy)

Section II: 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) (<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: Financial Offer

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

3.1.1 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.

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3.1.2 Exchange Rate Fluctuation

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

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

It is a mandatory that the Basis of Payment, Annex "B" be completed in its entirety. Partially completed Basis of Payment will be considered non-responsive and be given no further consideration.

4.1.1.2 Financial Evaluation

SACC Manual Clause [M0220T](#) (2013-04-25), Evaluation of Price

Offers meeting requirements of the Mandatory Financial Criteria will be assessed to arrive at an Aggregate Value based on the estimated usage provided herein at Annex "B".

The estimated usage provided herein is for the sole purpose of establishing an evaluation tool. These usages are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown.

Offers will be evaluated in Canadian currency, Harmonized Sales Tax (HST) excluded. Evaluation for each year Offerors unit prices in Annex "B" will be multiplied by the corresponding estimated usage to calculate the extended pricing for each line item. The extended pricing for all the line items and all pricing periods will be added together to calculate the evaluated price.

4.2 Basis of Selection

- 4.2.1** An offer must comply with the requirements of the Request for Standing Offer 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 associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

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

5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 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" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to this Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

[2005 \(2014-09-25\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, 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 "A". 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.

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from Date of Issue to 31 March, 2017 inclusive.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Marta Porter
Title: Supply Specialist
Public Works and Government Services Canada

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Acquisitions Branch
Address: 86 Clarence Street
Kingston ON., K7L 1X3
Telephone: 613-483-6084
Facsimile: 613-545-8067
E-mail address: marta.porter@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.

7.5.2 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.

7.5.3 Offeror's Representative

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, CFB Kingston, Kingston ON.

7.8 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.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

7.10 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2029 (2014-09-25), General Conditions – Goods or Services (Low Dollar Value);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated _____ .

7.11 Certifications

7.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

7.12 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.

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2029 (2014-09-25), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

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

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price

For the Work described in Annex “A” - Basis of Payment:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm unit prices for a cost of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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

7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

7.5.3 Single Payment

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

7.5.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

7.6 Invoicing Instructions

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

7.7 Insurance Requirements

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

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

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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.

ANNEX "A"

STATEMENT OF WORK

1. General Description

The work under this Standing Offer Agreement (SOA) encompasses the furnishings of all labour, material, and equipment required for supply of equipment and manpower to provide power washing services for buildings and equipment at:

- .1 CFB Kingston
- .2 RMC
- .3 Kingston Armouries
- .4 Fort Frontenac
- .5 Brockville Armouries

2. Site Access

The movement of men, material and equipment within the Base and buildings shall be subject to the approval of the Base Construction Engineering Officer (BCEO).

Access to the site is subject to restriction such as troop movement or other security regulations as laid out by the respective Unit(s). All possible steps will be taken to provide the Contractor with access to delivery areas at all times; however, Department of National Defence (DND) activity may require some closure of the areas at times.

Forty-eight (48) hours of advance notice to the Technical Authority is required before delivery to mitigate issues that can arise from DND activity. The authorized contact for delivery purposes is the Technical Authority specified in this contract.

All personnel must be prepared to show their government issued photo identification (such as a driver's license or other piece of identification which the Technical Authority deems acceptable) while on DND property. Canada will not be responsible for costs incurred by the Supplier if the delivery personnel are refused entry to the Canadian Forces Base.

3. Standards

Throughout the various sections and subsections of this specification reference is made to domestic, national and international standards. These standards shall be considered an integral part thereof and shall be read in conjunction with the specification as if they were reproduced herein. The Contractor shall therefore be fully familiar with their contents and requirements. The latest edition of all standards shall be applicable unless a specially dated edition is mentioned.

Canadian Standards Association

- .1 Workplace Safety and Insurance Board, and
- .2 Manufacturer's directions

4. Work Included

The work covered by this section includes, but is not necessarily restricted to the power washing of:

- .1 Various buildings
- .2 Front end garbage bins
- .3 Recycle totes
- .4 Vehicles
- .5 Gutters and Eaves troughs, including removal of vegetation

- .6 Windows/glass surfaces
- .7 Any and all other requests from the Technical Authority

The Contractor is responsible for providing any elevating equipment such as booms or scissor lifts as required to complete the work.

5. Acceptable Materials

- .1 The acceptance of materials other than those specified shall be determined by the BCEO or their representative in advance of the use by the Contractor.
- .2 Requests for acceptance of non-specified materials shall be submitted in writing to:

Attention: Base Construction Engineering Contracts Officer
6 Moro Street - CFB Kingston
PO Box 17000 Station Forces
Kingston, Ontario K7K 7B4

- .3 All soaps and chemicals used in power washing the buildings and equipment must be approved by the Technical Authority and MSDS sheets must be supplied. MSDS sheets must be kept in the Contractor's vehicle(s) while work is being performed for this contract.

6. Schedule of Work

- .1 The Contractor shall arrange his work in such a manner as to cause the least inconvenience to the building occupants,
- .2 The Contractor shall work in cooperation with other trades on the job site, and
- .3 The Contractor shall provide service when requested five days per week, Monday through Friday except holidays. Regular hours are from 07:00 to 16:00. The Technical Authority may request that work be done after hours.
- .4 The Contractor shall advise the Technical Authority of the telephone number at which they or their representative may be contacted.
- .5 The Contractor shall not refuse any call for service requested by the Technical Authority and shall initiate:
 - .1 Emergency services within 4 hours; and
 - .2 Regular deliveries within 24 hours
- .6 The Contractor shall complete all work to the satisfaction of the Technical Authority.

7. Use of Premises

At the discretion of the Technical Authority, the Contractor may be permitted to store some of its apparatus, materials, etc., at or near the job site. In the absence of permission from the Technical Authority to store equipment, the Contractor shall be responsible for the provision of storage facilities which may be required for the storage of its equipment and materials. At all times, the Contractor shall confine its equipment, storage of materials and operations of its employees to limits indicated by law, ordinances or the direction of the Technical Authority, and shall not unreasonably encumber the site.

8. Pre-Commencement Meeting

Upon award of the contract and prior to commencing any work, the Contractor must report to the Technical Authority in this specification. This visit will give the contractor time to assess the work enabling him to give the Technical Authority an accurate quote of the cost of the work he has been requested to perform. The contractor will be asked to quote on each job before a call up will be issued.

9. Supply and/ or Installation

Unless the word "only" suffixes "supply" or "service" or other variations of these words according to the section wherein they are used, it is the express intent of this document that "supply and service" is implied. This will not apply to work supplied by one section and installed by another.

10. Responsibility

- .1 The responsibility for the requirement and work included in these documents, including any portion of the work to be performed by a Sub-contractor, rests solely with the Contractor, and
- .2 The responsibility for measurements and quantities rests solely with the Contractor.

11. Damage to Existing Facilities

The Contractor shall take all necessary precautions to protect and prevent damage to any structure and all surrounding property and installations. Damage caused shall be repaired by the Contractor without delay and at no expense to DND.

12. Plans and Specifications

The Contractor shall have at all times on the site, a complete, up to date set of specifications.

13. Clean-Up

The Contractor shall perform a daily clean-up of the debris resulting from the work, and all hazardous impediments shall be removed from the site and DND property at the end of each day's work, to the satisfaction of the Technical Authority. Use of DND supplied dumpsters or refuse containers is not permitted.

14. Fire Safety Requirements

Fire Department Briefing:

- .1 Technical Authorities will coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Base Fire Chief (BFC) or BFC designated personnel before any work is commenced.

.2 Reporting Fires:

- .1 Know the location of nearest fire alarm pull station and telephone, in an emergency phone number (911).
- .2 Report immediately all fire incidents as follows:
 - .1 Activate nearest fire alarm pull station; or
 - .2 Telephone - 911.
- .3 Person activating fire alarm pull station or reporting a fire via telephone shall remain near the main entrance to the building to direct Fire Department to scene of fire.
- .4 When reporting a fire by telephone, give location of fire, name or number of building and/or street address and be prepared to verify location.
- .5 Report all fire incidents to the Base Fire Chief at 613-541-5010 extension 5400.

.3 Hazardous Substances and/or Tasks

- .1 Work entailing the use of any toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health, will be in accordance with the National Fire Code of Canada.
- .2 Obtain from the Base Fire Chief (BFC) or BFC designated personnel a "Permit" for work involving construction heaters, welding, cutting and soldering, the use of acetylene, oxy-acetylene, gas operated equipment (i.e. saws, etc.), propane and blow torches, in buildings or facilities.

.4 Fire Extinguishers:

- .1 Supply serviceable fire extinguishers, as scaled by the Base Fire Chief (BFC) or BFC designated personnel, necessary to protect, the work in progress and the Contractors

physical plant on site.

.5 Questions and/or Clarification:

- .1 Direct any questions or clarification on Fire Safety in addition to the above requirements to the Base Fire Chief (BFC) or BFC designated personnel.

.6 Fire Inspection:

- .1 Site inspections by the Base Fire Chief (BFC) or BFC designated personnel will be coordinated through the Technical Authority.
- .2 Admit the Base Fire Chief (BFC) or BFC designated personnel unrestricted access to the work site.
- .3 Co-operate with the Base Fire Chief (BFC) or BFC designated personnel during routine fire safety inspections of the work site.
- .4 Immediately remedies all unsafe fire situations observed by the Base Fire Chief (BFC) or BFC designated personnel.

.7 Safety and Security

- .1 All work will be done in compliance with construction safety measures of National Building Code Part 8, Province of Ontario Occupational Health and Safety Act, and Regulations for Construction Projects, Worker's Compensation Act including Regulation 950 and 951, C-02-040-009/AG-000 DND General Safety Standards. Also CFB Kingston's Construction Engineering Squadron orders to provincial contractors working on DND property and municipal authority provided that in any case of conflict or discrepancy, the more stringent shall apply.
- .2 Engineering Services Squadron, CFB Kingston Orders to Provincial Contractors working on DND Property shall be issued to the Contractor by the Contract's Officer, as applicable, at the first project meeting.

.8 WHMIS

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
- .2 Contractor to deliver copies of WHMIS datasheets to Technical Authority upon delivery of materials.
- .3 Keep copies of material safety datasheets for all hazardous materials on site and make available to anyone "working with" and/ or "in proximity to" the hazardous material.

.9 Non-Compliance with DND Regulations

- .1 In the event that Contractor personnel are found to be in non-compliance with the health and safety regulations while on DND property, the following action will be taken by the Base General Safety Officer and/ or designated DND officials:
 - .1 FIRST INCIDENT; supervisor will be told to remove person from DND property until the next work day.
 - .2 SECOND INCIDENT; person will no longer be permitted on DND property for the duration of that project.
- .2 The incidents noted above need not be a repeat of a previous occurrence, but may take the form of unrelated instances of non-compliance with the health and safety regulations by the same individual.
- .3 In circumstances where a lack of adherence to the health and safety regulations by the supervisor is indicated through repeated incidents, the Contractor will be instructed to remove the supervisor from the property.
- .4 Should the Contractor be responsible for a delay in the progress of the work due to an infraction of the legislated requirements, or the safety requirements contained in the Orders to Provincial Contractors working on DND Property, the Contractor will, at its

own expense, work such overtime, acquire and use manpower and/ or equipment for the execution of the contract work, as deemed necessary, in the opinion of the BCEO, to avoid delay in the final completion of the work or any operations thereof.

.10 Applications for a Variance

- .1 Contractors and sub-contractor may request a variance, in unusual circumstances, whenever regulations are considered contributory rather than preventative in nature to achieving the aims of our safety program. The decision to approve/disapprove the variance will be made by the BGSO and will be binding.
 - .1 Variances to local CFB Kingston safety regulations can only be approved/ disapproved whenever the CFB Kingston regulations are more stringent than the minimum requirements.

.11 Authorization

- .1 The Contractor, on receipt of a contract for this work, shall be advised in writing, of the Base Construction Engineering representative who is authorized to request service.
- .2 When service is required, the Engineering representative will notify the Contractor by telephone, facsimile, or e-mail. It is imperative the Contractor be able to communicate electronically and is able to open and respond to documentation utilizing Microsoft Windows based computer programs.
- .3 Two (2) copies of "Call-up Against a Standing Offer" DSS 942 will be submitted to the Contractor.
- .4 The service person or representative must report back to the Technical Authority. All work is subject to an on-site inspection before certification.
- .5 One copy of the completed requisition will be retained by the Contractor and one by the Technical Authority for accounting purposes.

.12 Exclusions

- .1 No work shall be carried out on a service basis that is estimated to cost more than 60% of the full value of the part or piece of equipment without prior approval of the Technical Authority will be made out detailing the work.

ANNEX "B"

BASIS OF PAYMENT

Pricing Periods:

Year 1: from date of issue to 31 March 2016

Year 2: 01 April 2016 to 31 March 2017

1.1 PRICING BASIS "A" – Fixed Rates – Call-Outs for CFB Kingston, RMC, Kingston Armouries, Fort Frontenac, and Brockville Armouries.

A firm, all-inclusive price for call-outs in accordance with the Statement of Work with travel expenses included.

ITEM	DESCRIPTION	Est. Yearly Usage	YEAR #1	YEAR #2
1	During regular working hours (Monday to Friday)	12 calls	\$ _____ Per call out	\$ _____ Per call-out
2	Outside regular working hours (Monday to Friday)	3 calls	\$ _____ Per call out	\$ _____ Per call-out
3	Weekends and Statutory Holidays	1 calls	\$ _____ Per call out	\$ _____ Per call-out

1.2 PRICING BASIS "B" – For pricing of goods and maintenance services in accordance with Annex A – Applicable for CFB Kingston, RMC, Kingston Armouries, Fort Frontenac, and Brockville Armouries.

The payments for extra costs incurred under Pricing Basis "B" will be limited to the actual hours worked and that have been preauthorized by the Technical Authority. Charges for extra Service Calls will not be applicable if the Contractor's personnel are already onsite for other work. All charges for labour for extra service calls must be verified by a time log signed by the Technical Authority. The log will be kept onsite in prearranged jobsite location.

Labour rate is all inclusive in the "hourly rate" for direct labour.

ITEM	DESCRIPTION	Est. Yearly Usage	YEAR #1	YEAR #2
1	During regular working hours (Monday to Friday)	75 hrs	\$ _____ Per Hr.	\$ _____ Per Hr.
2	Outside regular working hours (Monday to Friday)	30 hrs	\$ _____ Per Hr.	\$ _____ Per Hr.
3	Weekends and Statutory Holidays	10 hrs	\$ _____ Per Hr.	\$ _____ Per Hr.

Disbursements:

Such as unforeseen work that requires less than \$1,000.00 of subcontracting, or the use and provision of tools or equipment not normally included in this type of work, must be PRE-APPROVED in writing by the

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Technical Authority and charged at cost with no allowance for overheads or profit. Copies of invoices must be provided to the Technical Authority.

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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - 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.

- I. 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

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- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.