

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
PWGSC/TPSGC Acquisitions  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1  
Bid Fax: (506) 851-6759

|   |  |
|---|--|
| <b>Title - Sujet</b><br>RISO Drinking Water Chemicals   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W0105-15V003/A  | <b>Date</b><br>2015-10-05                                      |
| <b>Client Reference No. - N° de référence du client</b><br>W0105-15V003   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$MCT-015-5079 |
| <b>File No. - N° de dossier</b><br>MCT-5-38059 (015)  | <b>CCC No./N° CCC - FMS No./N° VME</b>                         |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2015-11-16</b>  |  |
| <b>Time Zone</b><br>Fuseau horaire<br>Atlantic Standard Time<br>AST   |  |
| <b>Delivery Required - Livraison exigée</b><br>See Herein   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Drisdelle, Charlotte J.  | <b>Buyer Id - Id de l'acheteur</b><br>mct015                   |
| <b>Telephone No. - N° de téléphone</b><br>(506)851-6948 ( )   | <b>FAX No. - N° de FAX</b><br>(506)851-6759                    |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATIONAL DEFENCE<br>5 ESU ENGINEER SQUADRON<br>Water Treatment Plant CFB Gagetown<br>OROMOCTO<br>New Brunswick<br>E2V4J5<br>Canada |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.   |  |

**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**  
NB / PEI Division - Moncton Acquisitions Office  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1

**Instructions: See Herein**

**Instructions: Voir aux présentes**

|  |  |
|--|--|
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <br><br><br><br><br><br><br><br><br><br>   |  |
| <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><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b><br><b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b>   | <b>Date</b>                              |

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File No. - N° du dossier

MCT-5-38059

Buyer ID - Id de l'acheteur

mct015

CCC No./N° CCC - FMS No/ N° VME

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

W0105-15V003

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**RETURN BIDS TO:**

**Public Works and Government Services Canada  
Acquisitions  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB  
E1C 1H1**

**or by**

**Bid Fax: (506)-851-6759**

Due to the nature of the Request for Standing Offers, transmission of offers by electronic mail (email) to PWGSC will not be accepted.

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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            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

#### The Annexes include:

- Annex A - Requirement  
Annex B - Basis of Payment  
Annex C - Complete List of Each Individual Who Are Currently Directors and/or Owners of the Offeror

### 1.2 Summary

- 1.2.1** Request for Regional Individual Standing Offer (RISO) for the supply and delivery of **Drinking Water Treatment Chemicals to the Oromocto Water Treatment Plant** for Department of National Defence, the 5th Canadian Division Support Base Gagetown located in Oromocto, New Brunswick on an as and when requested basis for the period from **01 January 2016 to 31 December 2016 with the option to renew for one additional one year period.**
- 1.2.2** *"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."*

### 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 (2015/07/03)** 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: 120 days

#### 2.1.1 SACC Manual Clauses

| SACC Reference | Section                 | Date       |
|----------------|-------------------------|------------|
| C9000T         | Pricing                 | 2010/08/16 |
| M0019T         | Firm Price and/or Rates | 2007/05/25 |

### 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.

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

### 2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **eight (8) 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.

### 2.4. 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 **New Brunswick**.

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 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: 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.

### **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.

## **Section III: 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 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Mandatory Technical Criteria as specified in Annex «A » and «B».

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## 4.1.2 Financial Evaluation

### 4.1.2.1 SACC Manual Clauses

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

## 4.2 Basis of Selection

### 4.2.1 Basis of Selection

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

*(Derived from - Provenant de: M0069T, 2007/05/25)*

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

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

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

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Declaration of Convicted Offences

**As applicable**, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](#), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

### 5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

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

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

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Workers Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

*(Derived from - Provenant de: A0285T, 2012/07/16)*

## **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 A.

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.

*(Derived from - Provenant de: M9015T, 2011/05/16)*

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement 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 (2015/09/03)** General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from **01 January 2016 to 31 December 2016**.

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#### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one year period, from **01 January 2017 to 31 December 2017** 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 seven (7) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

*(Derived from - Provenant de: M9014C, 2008/05/12)*

#### **7.5. Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

**Charlotte Drisdelle**

Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch and Compensation Services  
1045 Main Street, 3rd Floor  
Moncton, New Brunswick  
E1C 1H1

**Telephone: 506-851-6948**

**Facsimile: 506-851-6759**

**E-mail address: [charlotte.drisdelle@pwgsc-tpsgc.gc.ca](mailto:charlotte.drisdelle@pwgsc-tpsgc.gc.ca)**

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

##### **7.5.2 Project Authority**

The Project Authority for the Standing Offer is:

***Details will be provided in any resulting contract***

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

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### 7.5.3 Offeror's Representative (Offeror please complete)

#### Placing Orders:

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### Delivery follow-up:

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### General Enquiries:

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 7.6 Identified Users

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

**Department of National Defence  
5 ESU Engineer Squadron  
Water Treatment Plant Building A13  
5th Canadian Division Support Base Gagetown  
PO Box 17000, Station Forces  
Oromocto, New Brunswick  
E2V 4J5**

### 7.7 Call-up Procedures

As indicated in Annex A

### 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, etc* or an electronic version.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$40,000.00** (Applicable Taxes included).

## 7.10 Financial Limitation

### Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$80,000.00** (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 2 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.

*(Derived from - Provenant de: M4506C, 2013/04/25 )*

## 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions **2005 (2015/09/03)**, General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010A (2015/09/03)**, General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Complete List of Each Individual Who Are Currently Directors and/or Owners of the Offeror;
- h) the Offeror's offer dated \_\_\_\_\_

## 7.12 Certifications

### 7.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

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### 7.12.2 SACC Manual Clauses

| SACC Reference | Section              | Date       |
|----------------|----------------------|------------|
| A0285C         | Workers Compensation | 2007/05/25 |

### 7.13 Applicable Laws

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

## 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 Requirement

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

**2010A (2015/09/03)**, General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

**Section 16** Interest on Overdue Accounts, of **2010A (2015/09/03)**, General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

Delivery must be made **within five (5) business days** from receipt of a call-up against the Standing Offer.

Solicitation No. - N° de l'invitation  
W0105-15V003/A  
Client Ref. No. - N° de réf. du client  
W0105-15V003

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W0105-15V003

Buyer ID - Id de l'acheteur  
MCT015  
CCC No./N° CCC - FMS No./N° VME

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## 7.4 Payment

### 7.4.1 Basis of Payment

#### Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B. Customs duties are included, and Applicable Taxes are extra.

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

*(Derived from - Provenant de: C0207C, 2013/04/25)*

### 7.4.2 Method of Payment

| SACC Reference | Section        | Date       |
|----------------|----------------|------------|
| H1000C         | Single Payment | 2008/05/12 |

### 7.4.3 Payment by Credit Card

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

**OR**

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

## 7.5 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.

one (1) copy must be forwarded to the consignee.

*(Derived from - Provenant de: H5001C, 2008/12/12)*

## 7.6 Insurance Requirements

### Insurance - Specific Requirements

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

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

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

*(Derived from - Provenant de: G1001C, 2013/11/06)*

### **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.
  - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

(n) 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.

*(Derived from - Provenant de: G2001C, 2014/06/26)*

### 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 not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits – all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

*(Derived from - Provenant de: G2020C, 2014/03/01)*

### 7.7 SACC Manual Clauses

| SACC Reference | Section                          | Date       |
|----------------|----------------------------------|------------|
| A9062C         | Canadian Forces Site Regulations | 2011/05/16 |
| B7500C         | Excess Goods                     | 2006/06/16 |

### 7.8 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Delivered Duty Paid (DDP) **Water Treatment Plant, Oromocto, New Brunswick** Incoterms 2000 for shipments from a commercial contractor.

*(Derived from - Provenant de: D4001C, 2008/12/12)*

**Annex A**  
**Requirement**

**Summary of Work**  
**Mandatory Requirements & Specifications**

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|                   |                  |                  |
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| 33 11 18                          | Drinking Water Treatment Chemicals | 3 |

PART 1 - GENERAL

- 1.1 Section Includes .1 Description of Work.
- 1.2 Work Covered by Standing Offer Documents .1 Work of this Standing Offer comprises the supply and delivery of zinc ortho/polyphosphates to the Oromocto Water Treatment Plant, Building A-13, CFB Gagetown.
- 1.3 Security Clearances .1 The Supplier shall maintain an up-to-date roster of all employees involved in the delivery of chemicals to the Water Treatment Plant.
- 1.4 Supplier Passes .1 All Supplier employees will carry an authorized Supplier Pass on their person when employed on DND property. Such passes will be produced when requested by the Military Police, Commissionaires, Security Guards and persons in authority.
- .2 The Supplier will complete an application form for Supplier Passes for each individual. The Supplier will accompany the employee to the Military Police Identification Section for the issuance of the pass.
- .3 A photocopy of the passes is to be provided upon request.

- .4 The Supplier will ensure Supplier passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Supplier.

PART 2 - PRODUCTS

2.1 Not Used .1 Not Used.

PART 3 - EXECUTION

3.1 Not Used .1 Not Used.

PART 1 - GENERAL

- 1.1 References .1 ANSI/NSF Standard 60 - Drinking Water Treatment Chemicals.
- 1.2 Description of Work .1 This standing offer comprises the supply and delivery of a 50/50 blend of zinc ortho/polyphosphates (also referred to as "chemical" hereafter) to the Water Treatment Plant at CFB Gagetown.
- 1.3 Qualifications .1 Supplier is to be an experienced chemical supply company with good standing membership within the Canadian Association of Chemical Distributors. Proof of such to be provided upon request.
- 1.4 Certifications .1 **Supplier must provide proof of product certification to ANSI/NSF Standard 60.**
- 1.5 Liability Insurance .1 The Supplier shall provide proof of liability insurance in the amount of **Two Million Dollars (\$2,000 000.00)** to Public Works and Government Services Canada (PWGSC) before the award of this Standing Offer.
- 1.6 Length of Standing Offer .1 The duration of this standing offer is one year with an option to renew for an additional one (1) year period thereafter.

- 1.7 Basis of Payment .1 Work completed under this Material Supply Standing Offer will be paid for on a unit price basis. The supplier will submit prices for the following:
- .1 Price per 22.68kg pail or bag delivered to the Water Treatment Plant to continuously supply the phosphate injection system. Price per 22.68kg pail/bag of zinc ortho/polyphosphate will include all delivery costs and supplier's profit. Estimated monthly quantity required is twenty (20), 22.68kg pails/bags of chemical. Estimated yearly quantity required is two-hundred and forty (240), 22.68kg pails/bags of chemical. Submit bid price for supply and delivery of 240, 22.68kg pails/bags to the Water Treatment Plant.
  - .2 **If individual supplier's packaging differs from the 22.68kg pail/bag, the offeror MUST receive written approval from the Standing Offer Authority at Public Works and Government Services Canada PRIOR to bid closing.**
  - .3 Deliveries must be in quantities no greater than forty-eight (48) pails/bags (1089kg) of chemical per delivery.
  - .4 Deliveries must be made such that the Plant has a continuous supply of chemical assuming a usage rate of twenty (20), 22.68kg pails/bags (453.6kg) per month.
  - .5 Deliveries must be made during working hours at the Plant, i.e. Monday to Friday, 0730hrs to 1200hrs and 1230hrs to 1600hrs. **Delivery MUST be made within five (5) business days from receipt of a call-up against the Standing Offer.**

.6 Standing Offer price of materials used may be verified by Government Audit before or after payment is made under the terms of this standing offer.

1.8 Security Clearances

.1 The Supplier shall maintain an up to date roster of all employees involved in the standing offer, including managers, supervisors and laborers. This roster shall be made available to the Engineer upon demand.

.2 The Supplier shall provide proof of the information contained within the roster to the Engineer upon demand. The Engineer reserves the right to have removed from the site those personnel who do not meet the security requirements, as laid down by the Military Police Identification Section.

PART 2 - PRODUCTS

2.1 Zinc Ortho/  
Polyphosphate

.1 Product must be dry crystalline zinc ortho/polyphosphate (50/50 blend) suitable for use in a water distribution system to prevent corrosion on the interior surfaces of the distribution piping. Product must be shipped in tightly sealed containers suitable for the properties of the chemical contained within and complete with Material Safety Data Sheets.

.2 Allowable percentage ranges of required chemical ingredients:  
.1 15 to 25% zinc sulfate  
.2 25 to 40% sulfuric acid, monosodium salt  
.3 35 to 60% other non hazardous ingredients

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|                    |                          |                  |
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PART 3 - EXECUTION

3.1 Deliveries

- .1 Deliveries of chemical product are to be made to:

3 ASG Engineer Branch  
Water Treatment Plant  
Bldg A13 Wharf Road  
PO Box 17000 Stn Forces  
Oromocto, NB E2V 4J5

**Annex B**

**Basis of Payment**

**W0105-15V003/A**

| Description   | Yearly Estimated Quantity | Unit of Issue  | Confirm Size & packaging offered | Price per each<br>1 x 22.68 kg<br>For Year<br><b>2016</b> | Price per Each<br>1 x 22.68 kg<br>For Year<br><b>2017</b> |
|---|---------------------------|--|----------------------------------|---|---|
| For the supply and delivery of a 50/50 blend of zinc ortho/polyphosphates to the Water Treatment Plant at CFB Gagetown as per the mandatory specifications & requirements at Annex A.<br><br><b>Supplier must provide proof of product certification to ANSI/NSF Standard 60.</b> | 240                       | <b>22.68 kg</b> in pails or bags<br><br>no substitute in size or packaging |                                  |   |   |
|   |                           |  |                                  |   |   |
|   |                           |  |                                  |   |   |
|   |                           |  |                                  |   |   |

**BASIS OF EVALUATION:** Only one (1) Standing Offer will be awarded to the lowest aggregate bid, including both years, meeting ALL mandatory requirements and specifications.

The complete specifications and/or descriptive literature should be submitted with the offer but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted as requested, the Standing Offer Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet this requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the bid non-responsive.

Any offer which fails to meet all mandatory requirements will be deemed non responsive.

Note: Quantities are estimates and are to be used for evaluation purposes only. Prices are to remain constant during the period of the Standing Offer. **Prices must include delivery to CFB Gagetown, Oromocto, NB.**

