

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

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

## 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 Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> Grease Trap Cleaning	
<b>Solicitation No. - N° de l'invitation</b> W13BM-170156/A	<b>Date</b> 2017-09-15
<b>Client Reference No. - N° de référence du client</b> W13BM-170156	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-201-7365
<b>File No. - N° de dossier</b> TOR-7-40039 (201)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-10-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ramnarine, Vashti	<b>Buyer Id - Id de l'acheteur</b> tor201
<b>Telephone No. - N° de téléphone</b> (905)615-2419 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB Borden Bldg P-154 Rm OR Borden Ontario L0M1C0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## TABLE OF CONTENTS

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

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings

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

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Offers
- 2.3 Former Public Servant
- 2.4 Enquiries - Request for Standing Offers
- 2.5 Applicable Laws
- 2.6 Optional Site Visit

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

- 3.1 Offer Preparation Instructions

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

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

- 5.1 Certifications Required with the Offer

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

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

- 6.1 Offer
- 6.2 Security Requirements
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Standing Offer
- 6.5 Authorities
- 6.6 Identified Users
- 6.7 Call-up Instrument
- 6.8 Limitation of Call-ups
- 6.9 Financial Limitation
- 6.10 Priority of Documents
- 6.11 Certifications and Additional Information
- 6.12 Applicable Laws
- 6.13 SACC Manual Clauses

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

- 6.1 Statement of Work
- 6.2 Standard Clauses and Conditions
- 6.3 Term of Contract
- 6.4 Proactive Disclosure of Contracts with Former Public Servants
- 6.5 Payment
- 6.6 Invoicing Instructions
- 6.7 Insurance
- 6.8 SACC *Manual* Clauses

#### **ANNEX "A" STATEMENT OF WORK**

#### **ANNEX "B" BASIS OF PAYMENT**

#### **ANNEX "C" ELECTRONIC PAYMENT INSTRUMENTS**

#### **ANNEX "D" INSURANCE REQUIREMENT**

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six 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 and Additional Information: includes the certifications and additional information to be provided;  |
| Part 6 | <p>6A, Standing Offer, and 6B, Resulting Contract Clauses:</p> <p>6B, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;</p> <p>6C, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.</p> |

The Annexes include the Statement of Work and the Basis of Payment, the Electronic Payment Instruments, the Insurance Requirement, the Standing Offer Reporting.

### 1.2 Summary

1. For the provision of all labor, materials, tools, equipment and transportation required to remove all contents from grease traps and to clean grease traps, approximately every three (3) months at various locations, for the Department of National Defence, Construction Engineering at Canadian Forces Base (CFB) Borden in Borden, Ontario, Canada.
2. It is recommended that the Offeror or a representative of the Offeror visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on 12 October, 2017, at 10:00 a.m. at 16 Ramillies Road (Building P-154), 2nd Floor Room 235, CFB Borden, Borden, Ontario Canada.
3. Expenditure is estimated at \$30,000.00 per year.
4. The period of the Standing Offer will be for five (5) years.
5. The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA)".

### 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 (2017-04-27) 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 Offer

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.

## 2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **12 October 2017, at 10:00 am**, Contracts Conference Room, Room 234, 16 Ramillies Road (P-154), CFB Borden, Borden, Ontario). Bidders are requested to communicate with the Contracting Authority one (1) day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

# 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: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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 the Annex B, BASIS OF PAYMENT. The total amount of Applicable Taxes must be shown separately.

### **Section III: Certifications**

Offerors must submit the certifications and additional information 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**

- a) The Offeror must have a minimum of 5 years' experience in cleaning and disposal of grease and liquid from kitchen grease traps. Experience must be within the last 15 years providing services similar to annex A - Requirement.
- b) The Offeror must provide documentation outlining their experience. The Offeror must provide documentation (example: specification, publication, documented data of equipment required to remove all content from grease) demonstrating that their offer meet all the technical specifications listed in Annex A.
- c) The Offeror must submit with its offer - a copy of their licensing number for transporting waste
- d) The Offeror must submit with its offer - a copy of their dumping Facility, certificate of approval.

If these documents have not been provided at bid closing, PSPC will notify the bidder, offeror or supplier that they are required to provide them within two business days following notification by PSPC. (Note: this time requirement reflects PSPC's expectation that these documents ought to be readily available to a bidder, offeror or supplier.)

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

The Offeror must provide firm unit prices for the 5 year period in accordance with the Basis of Payment at Annex B.

#### 4.1.2.2 Evaluation of Price

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

The evaluated price will be calculated using the Offeror's firm unit prices as provided in Annex B, multiplied by the estimated usage, for each year of the standing offer. These estimated usages are for evaluation purposes only and are based on an estimated annual usage.

The Extended Price for Year 1 + Extended Price for Year 2 + Extended Price for Year 3 + Extended Price for Year 4 + Extended Price for Year 5 will be added together to arrive at the total evaluated price.

## 4.2. Basis of Selection

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

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

## PART 5 – CERTIFICATIONS 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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to 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 – Required Documentation



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

## **5.2.2 Federal Contractors Program for Employment Equity - 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 ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1. Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### 6.2. Security Requirements

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

#### 6.3. 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.

##### 6.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 6.3.2 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 "D". 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 quarterly reporting periods are defined as follows:

- 1st quarter: November 1 to January 31;
- 2nd quarter: February 1 to April 31;
- 3rd quarter: May 1 to July 31.
- 4<sup>th</sup> quarter: August 1 to October 31;

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

#### 6.4. Term of Standing Offer

##### 6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 1 November 2017 to 31 October 2022.

## 6.5. Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Vashti Ramnarine

Title: Supply Officer

Public Works and Government Services Canada

Ontario Regions - Acquisitions

Address: 33 City Centre Drive – Suite 480C, Mississauga, Ontario L5N 2N5

Telephone: 905-615-2419

Facsimile: 905-615-2060

E-mail address: [vashti.ramnarine@pwgsc.gc.ca](mailto:vashti.ramnarine@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 or she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 6.5.2 Procurement Authority

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

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

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

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

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the individual call-ups made against the Standing Offer. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the call-ups made against the Standing Offer. The Contractor may discuss administrative matters identified in the call-ups with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Standing Offer. Changes to the scope of the Standing Offer can only be made through a standing offer amendment issued by the Standing Offer Authority.

### 6.5.3 Technical Authority

The Technical Authority for the Standing Offer is:

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

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

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

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

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

The Technical 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.

### 6.5.4 Offeror's Representative

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

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

Organization: \_\_\_\_\_

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

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

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

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

**6.6. Identified Users**

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

**6.7 Call-up Procedures**

The Work will be authorized or confirmed by the Identified User(s) using form: PWGSC-TPSGC 942, Call-Up against a Standing Offer or electronic document.

**6.8 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPSGC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

**6.8. Limitation of Call-ups**

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

**6.9. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 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.

#### **6.10. Priority of Documents**

If there is a discrepancy between the wordings 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 (2017-06-21 General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2016-04-04), General Conditions – Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B; Basis of Payment
- g) Annex C; Electronic Payment Instruments
- h) Annex D; Quarterly Reporting Form;
- i) the Offeror's offer dated \_\_\_\_\_.

#### **6.11. Certifications and Additional Information**

##### **6.11.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

#### **6.12. 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 \_\_\_\_\_.

#### **6.13 SACC MANUAL CLAUSES**

A9006C (2012-07-16) Defence Contract

M3800C (2006-08-15) Estimates

## 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.

### 6.1. Statement of Work

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

### 6.2. Standard Clauses and Conditions

#### 6.2.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of (2016-04-04) will not apply to payments made by credit cards.

### 6.3 Term of Contract

#### 6.3.1 Period of the Contract

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

### 6.4. 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.

### 6.5. Payment

#### 6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex A up a cost of \$\_\_\_\_\_ (insert the amount at contract award). 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.

#### 6.5.2 Limitation of Price

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

#### 6.5.3 Multiple Payments

H1001C (2008-05-12) Multiple Payments

#### 6.5.4 SACC Manual clause

A9117C (2007-11-30) - T1204 Information - Direct Request by Customer Department  
C0710C (2007-11-30) Time and Contract Price Verification

## **6.6 Invoicing Instructions**

- A. 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.
- B. Invoices must be distributed as follows:
  - (i) The original and one (1) copy must be forwarded to the addresses as shown on page 1 of the contract for certification and payment.
  - (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.7 INSURANCE –SPECIFIC REQUIREMENTS**

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

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

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

## **6.8 SACC Manual clauses**

A9006C (2012-07-16) Defence Contract

A9068C (2010-01-11) Government Site Regulation

## **ANNEX "A"**

### **Statement of Work**

#### **GREASE TRAP CLEANING**

##### **W13BM-170156**

#### **1. Background**

For the provision of all labor, materials, tools, equipment and transportation required to remove all contents from grease traps and to clean grease traps, approximately every three (3) months at various locations, for the Department of National Defence, Real Properties Operations Detachment Borden (RPO Det. Borden) at Canadian Forces Base (CFB) Borden in Borden, Ontario, Canada.

#### **2. Objective**

To award to a contractor, for cleaning and dispose of grease and liquid from kitchen grease traps

#### **3. Scope**

The contractor must provide all necessary labour, material, equipment and transportation. On an "as and when requested" It is estimated that traps will require cleaning every three months, however more frequently cleaning may be required. (SOW) at CFB Borden, Ontario.

#### **DESCRIPTION**

Cleaning of 18 grease traps in varies size and locations.

3 -10 gallons traps.

1 - 65 gallon trap.

7- 175 gallon traps.

2 - 250 gallon traps.

3 - 350 gallon traps.

2 - 1700 gallon traps.

Contractor to provide a 24 hour response time for service call.

Pumping must be of the vacuum type and vehicle designed to carry liquid waste.

Remove floor cover grates grease trap covers and remove all grease clean all sides and dividers reinstall all covers .Contractor responsible for all cleanup after trap has been pumped out.

Contractor to be paid only grease traps that are pumped out.

Holding tank contents will not be deposited on DND property. Contractor to submit in writing destination of waste. The facilities receiving waste is to be properly licensed to process waste.



Solicitation No. - N° de l'invitation Solicitation No. - N° de l'invitation

**W6854-170156**

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

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur TOR201

CCC No. /N° CCC - FMS No. /N° VME

Contractor to have certificates of approval to haul grease by M.O.E.

Contractor to comply with all Federal Provincial and Municipal Regulations and By-Laws.

All costs for permits and licenses, including dumping fee if applicable, will be borne by the Contractor.

### Annex "B"

#### Basis of Payment

The following are all inclusive firm unit prices or firm hourly rates in Canadian funds.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

***Note: anything appearing in italics in this Annex will be deleted in any resulting contract.***

Item	Civic Address	Building Number	# of Traps	Approximate Volume	Firm Year 1 Date of Award to  Firm unit price per Grease Trap	Firm Year 2 Date of Award to  Firm unit price per Grease Trap	Firm Year 3 Date of Award to  Firm unit price per Grease Trap	Firm Year 4 Date of Award to  Firm unit price per Grease Trap	Firm Year 5 Date of Award to  Firm unit price per Grease Trap
1	45 Maintenance Road	O-95	1	<i>10 Gallons</i>					
2	16 Ramillies Road	P-154	1	<i>10 Gallons</i>					
3	32 Caen Circle	P-160	2	<i>250 Gallons (all 2 traps)</i>					
4	25 Anson Road	S-149	7	<i>175 Gallons (all 7 traps)</i>					
5	118 Rafah Road	S-169	1	<i>1500 Gallon</i>					
6	179 Ortona Road	T-169	1	<i>1500 Gallons</i>					
7	100 Ramillies Road	T-126	1	<i>10 Gallons</i>					
8	25 Command Road	BP-81	3	<i>350 Gallons (all 3 traps)</i>					
9	45 Command Road	BP-65	1	<i>50 Gallons</i>					

## ANNEX "C"

### COMMERCIAL GENERAL LIABILITY INSURANCE

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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 endeavor 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. 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.

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes

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

**Annex B - Appendix 1**  
**See attached**

**CALCULATION OF PRICE FOR EVALUATION PURPOSES**

The rates proposed on Annex B, Basis of Payment will be used herein for Financial Evaluation. Should there be any discrepancies in the rates, the rates on Annex B, Basis of Payment will prevail.

The estimated usage for the proposed Contract is made in good faith and does not represent an agreement by the Crown for the estimated quantity.

BASIS OF PAYMENT  
GREASE TRAPS

Item	Civic Address	Building Number	# of Traps	Approximate Volume/ Estimated usage	Firm Year 1 Date of Award to Firm unit price per Grease Trap	Firm Year 2 Date of Award to Firm unit price per Grease Trap	Firm Year 3 Date of Award to Firm unit price per Grease Trap	Firm Year 4 Date of Award to Firm unit price per Grease Trap	Firm Year 5 Date of Award to Firm unit price per Grease Trap	Extended Totals
1	45 Maintenance Road	O-95	1	10 Gallons						
2	16 Ramillies Road	P-154	1	10 Gallons						
3	32 Caen Circle	P-160	2	250 Gallons (all 2 traps)						
4	25 Anson Road	S-149	7	175 Gallons (all 7 traps)						
5	118 Rafah Road	S-169	1	1700 Gallon						
6	179 Ortona Road	T-169	1	1700 Gallons						
7	100 Ramillies Road	T-126	1	10 Gallons						
8	25 Command Road	BP-81	3 Large	350 Gallons (all 3 traps)						
9	45 Command Road	BP-65	1	50 Gallons						