

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

**PWGSC/TPSGC Acquisitions Bid Receiving
Box/Boîte de Réception des Soumissions
Bid Receiving Box/Boîte de Récepti
1st Floor/1^{ère} étage, Suite 1212
100-1045 Main Street
Moncton
New Brunswick
E1C 1H1
Bid Fax: (506) 851-6759**

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
Acquisitions NB/PEI (Moncton Office) – Bureau
d'acquisitions N.-B./Î.-P.-É. (Moncton)
1045 Main Street / 1045, rue Main
Moncton
New Bruns
E1C 1H1

Title - Sujet RISO Chemical Products	
Solicitation No. - N° de l'invitation W6898-190377/A	Date 2019-03-21
Client Reference No. - N° de référence du client W6898-190377	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-015-5557
File No. - N° de dossier MCT-8-41127 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-01	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Drisdelle, Charlotte J.	Buyer Id - Id de l'acheteur mct015
Telephone No. - N° de téléphone (506)962-5329 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: RPOU GAGETOWN DET GAGETOWN 5 CDSB GAGETOWN B18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION.....	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)	4
 PART 2 - OFFEROR INSTRUCTIONS	 4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS	5
OFFERS MUST BE SUBMITTED ONLY TO PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC) BID RECEIVING UNIT BY THE DATE, TIME AND PLACE INDICATED IN THE RFSO.....	5
OFFERS MUST BE SUBMITTED ONLY TO THE PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC) BID RECEIVING UNIT SPECIFIED BELOW BY THE DATE AND TIME INDICATED ON PAGE 1 OF THE RFSO:.....	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS	5
2.4 APPLICABLE LAWS.....	5
 PART 3 - OFFER PREPARATION INSTRUCTIONS.....	 6
3.1 OFFER PREPARATION INSTRUCTIONS.....	6
 PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	 7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	7
5.1 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION8	
5.2. ADDITIONAL CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER.....	8

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES 9

A. STANDING OFFER 9

6.1	OFFER.....	9
6.2	SECURITY REQUIREMENTS	9
6.3	STANDARD CLAUSES AND CONDITIONS.....	9
6.4	TERM OF STANDING OFFER	9
6.5	AUTHORITIES	9
6.6	IDENTIFIED USERS	11
6.7	CALL-UP PROCEDURES	11
6.8	CALL-UP INSTRUMENT	11
6.9	LIMITATION OF CALL-UPS	11
6.10	FINANCIAL LIMITATION.....	12
6.11	PRIORITY OF DOCUMENTS	12
6.12	CERTIFICATIONS AND ADDITIONAL INFORMATION.....	12
6.13	APPLICABLE LAWS.....	13
6.14	TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	13

B. RESULTING CONTRACT CLAUSES 13

6.1	REQUIREMENT.....	13
6.2	STANDARD CLAUSES AND CONDITIONS.....	13
6.3	TERM OF CONTRACT	13
6.4	PAYMENT	14
6.5	INSURANCE REQUIREMENTS (<i>APPLICABLE TO ITEM NO. 9 ONLY</i>)	15
6.6	INVOICING INSTRUCTIONS	17
6.7	SACC MANUAL CLAUSES	17
6.8	SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION	17

ANNEXES

Annex A – Requirement for Drinking Water Chemicals

Annex B – Basis of Payment – List of Products

Annex C - Electronic payment Instruments

Annex D - Complete List of Each Individual who are currently Directors and/or Owners of the Offeror;

Annex E - Information to Suppliers, Schedule of Tender Closing Dates & 1st Page of each closing tenders

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 6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include:

Annex A – Requirement for Drinking Water Chemicals
Annex B – Basis of Payment – List of Products
Annex C - Electronic payment Instruments
Annex D - Complete List of Each Individual who are currently Directors and/or Owners of the Offeror;
Annex E - Information to Suppliers, Schedule of Tender Closing Dates & 1st Page of each closing tenders

1.2 Summary

- 1.2.1 Requesting a Regional Individual Standing Offer (RISO) for the supply and delivery of **Drinking Water Treatment Chemicals** to the Ocomocto Water Treatment Plant and miscellaneous other **Chemical Products** to the Water Treatment Plant and to the Waste Water Plant (approximately 5 to 6 kilometers apart) at 5th Canadian Division Support Base Gagetown in Oromocto, New Brunswick on an "as and when" requested basis for the period from **01 June, 2019 to 31 May, 2020** inclusive.

1.2.2 *The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), 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.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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 (2018/05/22)** 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 in the RFSO.

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

PWGSC Acquisitions, Bid Receiving Box
1st Floor, Suite 1212
100-1045 Main Street
Moncton, NB E1C 1H1

Email: TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca
Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

Bid Fax: (506) 851-6759

2.3 Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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, 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**.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

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

Mandatory Technical Criteria as specified in Annexes A and B.

4.1.2 Financial Evaluation

4.1.2.1 SACC *Manual* Clause

M0220T (2016/01/28), Evaluation of Price - Offer

4.2 Basis of Selection

4.2.1 Basis of Selection - Multiple Items

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 on "**an item by item basis**" will be recommended for issuance of a standing offer.

(Derived from - Provenant de: M0032T, 2014/11/27)

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 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.

5.1.1 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.

5.1.2 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) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) 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.

5.2. Additional Certifications Precedent to Issuance of a Standing Offer

5.2.1 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 - 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 Requirement at Annexes A and B.

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the 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.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **June 1st, 2019 to May 31st, 2020** inclusive.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point specified at Annexes A and B of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Charlotte Drisdelle
Title: Supply Officer
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, 4th Floor
Moncton, New Brunswick E1C 1H1

Solicitation No. - N° de l'invitation
W6898-190377/A
Client Ref. No. - N° de réf. du client
W6898-190377

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-8-41127

Buyer ID - Id de l'acheteur
mct015
CCC No./N° CCC - FMS No./N° VME

Telephone: (506) 962-5329
Facsimile: (506) 851-6759
E-mail: 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.

6.5.2 Project Authority

The Project Authority for the Standing Offer is:

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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 Offeror's Representative (Offeror please complete with offer)

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: _____

6.6 Identified Users

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

**Department of National Defence
RP Operations Unit (Atlantic)
Detachment Gagetown Bldg. 18
238 Champlain Avenue
5th Canadian Division Support Base Gagetown
PO Box 17000, Station Forces
Oromocto, New Brunswick
E2V 4J5**

6.7 Call-up Procedures

As indicated in Annexes A and B.

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-TPGSC 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.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$100,000.00** (Applicable Taxes included).

6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$250,000.00** (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 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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

6.11 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 (2017/06/21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2018/06/21), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement
- f) Annex B, Basis of Payment- List of Products;
- g) the Offeror's offer dated _____

6.12 Certifications and Additional Information

6.12.1 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.

6.12.2 SACC Manual Clauses

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

6.13 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**.

6.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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 Requirement

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

2010A (2018/06/21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of **2010A (2018/06/21)** will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer for items no. 1 to 8.

For Item No. 10, Drinking Water Treatment Chemicals, delivery must be made **within five (5) business days** from receipt of a call-up against the Standing Offer.

6.4 Payment

6.4.1 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)

6.4.2 Method of Payment

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

6.4.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

(As identified in Annex "C")

- Visa Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

6.5 Insurance Requirements *(applicable to Item No. 9 only)*

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)

6.6 Invoicing Instructions

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)

6.7 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

6.8 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) **RP Operations Unit (Atlantic) CDSB Gagetown, Oromocto, New Brunswick E2V 4J5** Incoterms 2000 for shipments from a commercial contractor.

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

Solicitation No. - N° de l'invitation
W6898-190377/A
Client Ref. No. - N° de réf. du client
W6898-190377

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-8-41127

Buyer ID - Id de l'acheteur
mct015
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" to PART 3 OF THE REQUEST FOR STANDING OFFERS - ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

Buyer ID - Id de l'acheteur
mct015
CCC No./N° CCC - FMS No./N° VME

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

A-NMS000111++

National Defence

List of Contents

Section 00 01 11

Job No.

5 CDSB Gagetown

2019-01-21

Annex A – Statement of Work

Drinking Water Treatment Chemicals

Mandatory Requirements & Specifications

Applicable to Item No. 10 only at Annex B the Basis of Payment

<u>Section</u>	<u>Title</u>
----------------	--------------

<u>Division 01 - Requirements</u>	
01 11 00	Summary of Work

<u>Division 33 - Utilities</u>	
33 11 18	Drinking Water Treatment Chemicals

PART 1 - GENERAL

- | | | |
|--|----|---|
| 1.1 Section
<u>Includes</u> | .1 | Description of Work. |
| 1.2 Work Covered by
<u>Standing Offer</u>
<u>Documents</u> | .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
<u>Clearances</u> | .1 | The Supplier must maintain an up-to-date roster of all employees involved in the delivery of chemicals to the Water Treatment Plant. |
| 1.4 Supplier
<u>Passes</u> | .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. |

A-NMS000111++

National Defence

List of Contents

Section 00 01 11

Job No.

5 CDSB Gagetown

2019-01-21

- .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 must 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

- | | | |
|---------------------------------------|----|---|
| <u>1.1 References</u> | .1 | ANSI/NSF Standard 60 - Drinking Water Treatment Chemicals. |
| <u>1.2 Description of Work</u> | .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. |
| <u>1.3 Qualifications</u> | .1 | Supplier is to be an experienced chemical supply company with good standing membership within the Canadian Association of Chemical Distributors. Proof of such must be provided upon request. |
| <u>1.4 Certifications</u> | .1 | Supplier must provide proof of product certification to ANSI/NSF Standard 60. |
| <u>1.5 Liability Insurance</u> | .1 | The Supplier must provide proof of liability insurance in the amount of Two Million Dollars (\$2,000 000.00) to Public Services and Procurement Canada (PSPC) before the award of this Standing Offer. |
| <u>1.6 Duration of Standing Offer</u> | .1 | The duration of this standing offer is one year. |

- 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 Services and Procurement 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.

National Defence	List of Contents	Section 00 01 11
Job No.		
5 CDSB Gagetown		2019-01-21

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

PART 3 - EXECUTION**3.1 Deliveries**

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

3 ASG Engineer Branch
 5th Canadian Division Support Base Gagetown
 Water Treatment Plant
 Bldg A13 Wharf Road
 PO Box 17000 Stn Forces
 Oromocto, NB E2V 4J5



File No / No. de dossier: **W6898-19** Annex "B" - Basis of Payment

Title / Titre: Chemical Products / Produits chimiques

Vendor Name / Nom de fournisseur							
Period / Période: June 01 2019 - May 31 2020							
Item No.	Estimated Quantity Per Year	Unit of Issue	DESCRIPTION	Confirm Cylinder, Drum, Pail or Bag Size	Product Number	Price	
1	13,600	kg	Chlorine Technical (CL2) MUST be in 68 kg size cylinders only. No substitute in cylinder size. MUST be returnable cylinders only. Non-returnable cylinders will NOT be accepted. Price must include rental of cylinders and pick-up of empty cylinders when filled cylinders are delivered to DND. Must meet NSF/ANSI 60 Standard.				PER KG
1.1			Deposit per Cylinder \$_____				
1.2			Minimum Shipment: _____				
1.3			Deposit per Pallet \$_____				

Item No.	Estimated Quantity Per Year	Unit of Issue	DESCRIPTION	Confirm Cylinder, Drum, Pail or Bag Size	Product Number	Price	
2	60,000	kg	Sodium Silicate Grade "N". MUST be in 285 kg to 290 kg and returnable drums only. Non-returnable drums will NOT be accepted. Price must include pick-up of empty drums when filled drums are delivered to DND. Must meet NSF/ANSI 60 Standard.				PER KG
2.1			Deposit per Drum \$ _____				
2.2			Minimum Shipment: _____				
2.3			Deposit per Pallet \$ _____				
3	10,800	kg	Sodium Bicarbonate FOOD GRADE Form 98% minimum. Weight in bags must be of a range between a minimum of 20 kg to 25 kg maximum. No substitute in bag size. This product MUST NOT have any anti caking/clumping additive added to it. Must meet NSF/ANSI 60 Standard. No Substitute DND orders approximately 2 pallets/20 kg or 25kg bags each per call-up.				PER KG
3.1			Minimum Shipment: _____				
3.2			Deposit per Pallet \$ _____				

Item No.	Estimated Quantity Per Year	Unit of Issue	DESCRIPTION	Confirm Cylinder, Drum, Pail or Bag Size	Product Number	Price	
4	3,060	kg	Sulphur Dioxide in 68 kg size cylinders only. No substitute in cylinder size. Must be in returnable cylinders only. Price must include rental of cylinders and pick-up of empty cylinders when filled cylinders are delivered to DND. Must have physical property (S02) of 99.9% minimum. Must be colorless gas or liquid with strong pungent odour. Must be soluble in either water or alcohol. Must meet NSF/ANSI 60 Standard.				PER KG
4.1			Deposit per Cylinder \$ _____				
4.2			Minimum Shipment: _____				
4.3			Deposit per Pallet \$ _____				
5	54,000	kg	Liquid Sodium Hydroxide (Caustic Soda) with maximum quantity received in bulk loads of approximately 27,000 kg . Concentration needed to be at least 38.97% minimum. Must meet NSF/ANSI 60 Standard. Must be 50% membrane grade.			\$ _____ per kg at 100% or \$ _____ per kg at 50%	PER KG
6	0	hour	Price per hour for unloading after initial 2 first hours for above item No. 5. This item will not be part of the evaluation.				PER hour

Item No.	Estimated Quantity Per Year	Unit of Issue	DESCRIPTION	Confirm Cylinder, Drum, Pail or Bag Size	Product Number	Price	
7	6,500	kg	Hydrofluorsilicic Acid (Fluoride) in 65 kg returnable drums. Must be in returnable drums only. Price must include pick-up of empty drums when filled drums are delivered to DND. Non-returnable drums will not be accepted. Must have at least a minimum of 25% strength per volume. Must meet NSF/ANSI 60 Standard. Approximately 18 drums are ordered per call-up for shipment.				PER KG
7.1			Deposit per Drum \$ _____				
7.2			Minimum Shipment _____				
7.3			Deposit per Pallet \$ _____				
8	3,600	kg	Power Activated Carbon as per the following mandatory specifications: Iodine Number 800 mg/g (min); Moisture as packed by weight 8% (max); Screen size by weight, U.S. Sieve Series: Through 100 mesh 99% (min); Through 200 Mesh 95% (min); Through 325 mesh 90% (min). Must be delivered in bags and of a range between a minimum of 20 kg to 25 kg maximum. No substitute in bag size. DND orders approximately 1 pallet/20 bags @ 25kg each per call-up.				PER KG
8.1			Minimum Shipment: _____				

Item No.	Estimated Quantity Per Year	Unit of Issue	DESCRIPTION	Confirm Cylinder, Drum, Pail or Bag Size	Product Number	Price	
9	11,000	kg	<p>Soda Ash as per the following mandatory specifications:</p> <p>Specification Typical Analysis - Minimum to Maximum acceptable range: Na2CO3 99.8% 99.7%; Na2CO3 as Na2O 58.37% 58.31% Na2SO4 0.01% 0.04% NaCl 0.03% 0.10% H2O Insoluble 0.02% 0.05% Fe 2 ppm 8 ppm Ca 35 ppm 80 ppm Mg 40 ppm 80 ppm Bulk Density 63 lbs/cf 58 lbs/cf 66 lbs/cf Must be delivered in bags or pails and a range between a minimum of 50 lbs/22.68 kg to 55 lbs/25 kg maximum. DND orders approximately 2 pallets per call-ups.</p>				PER KG
9.1			Minimum Shipment: _____				
9.2			Deposit per Pallet \$ _____				
10	240	<p>Must be in pails or bags of 22.68 kg No Substitute</p>	<p>Supply and delivery of a 50/50 Blend of Zinc Polyphosphates to the Water Treatment Plant as per the Mandatory Specifications and Requirements are listed at Annex A.</p> <p>Supplier MUST provide proof of product Certification to ANSI/NSF Standard 60</p>				each 22.68kg pail or bag PER

Item No.	Estimated Quantity Per Year	Unit of Issue	DESCRIPTION	Confirm Cylinder, Drum, Pail or Bag Size	Product Number	Price	
All shipping charges to destination MUST be included in the quoted prices. There must be no fuel surcharge fees added to the invoices.							
Mandatory Requirements and Specifications for Items No. 1 to 9: The supplier must meet the mandatory description, substitute must be equivalent, for each item. Supplier must not substitute size requested without written approval from the Standing Offer Authority PRIOR to bid closing. The supplier is to list, "if any", the minimum shipment requirement and if any deposit requirement and terms and conditions of applicable deposit refund.							
Mandatory Delivery Requirements: Items No. 1 to 9: Delivery must be completed in accordance with the call-up against the Standing Offer. The supplier or a designated representative must be responsible to provide DND (24) hour advance notice of the specific date to expect delivery of products. This is to ensure that DND has someone available that day, at all times, to receive shipment with the necessary equipment, if required, to unload. Item No. 9: Delivery must be made within five (5) business days from receipt of a call-up against the Standing Offer.							
Mandatory Requirements and Specifications for Item No. 10 Drinking Water Treatment Chemicals are included at Annex A.							
Delivery Points: The delivery points for the chemical products to be delivered within 5 CDSB Gagetown are the Water Treatment Plant and the Waste Water Plant, approximately 5 to 6 kilometers apart. Location will be identified at time of call-ups.							
Certifications, Complete Specifications and/or Descriptive Literature should be submitted with the offer. If they are not submitted with the offer, the Standing Offer Authority may inform the bidder to provide the certifications, specifications and/or descriptive literature 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.							
Basis of Evaluation/Selection Including ALL Items: The responsive offer with the "lowest evaluated price on an "item by item" basis or "group of items" will be recommended for issuance of a standing offer «ONLY IF» <u>substantial savings</u> can be accomplished.							
Quantities are estimates and are to be used for evaluation purposes only. Prices will remain constant during Standing Offer period.							
NOTE: A copy of this Annex B in Excel Format can be obtained from the Standing Offer Authority for submitting an offer.							