

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions\Travaux publics et Services  
gouvernementaux Canada**

**See herein for bid submission instructions/**

**Voir la présente pour les  
instructions sur la présentation  
d'une soumission**

NA  
Quinn

## 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 Supply  
and Services Operation  
Petawawa Procurement  
Building S-111, Rm C-114  
101 Menin Rd. Garrison Petawawa  
Petawawa  
Ontario  
K8H 2X3

<b>Title - Sujet</b> Disposable Portable Toilet System Products	
<b>Solicitation No. - N° de l'invitation</b> W0107-21XC27/A	<b>Date</b> 2021-04-22
<b>Client Reference No. - N° de référence du client</b> W0107-21-XC27	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PET-908-1670
<b>File No. - N° de dossier</b> PET-0-53021 (908)	<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> Eastern Daylight Saving Time EDT <b>on - le 2021-05-10</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> McCartney, Sharon	<b>Buyer Id - Id de l'acheteur</b> pet908
<b>Telephone No. - N° de téléphone</b> (613)217-2807 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Various Units in Garrison Petawawa P.O. Box 9999 Station Main Petawawa, ON K8H 2X3	
<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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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File No. - N° du dossier  
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## 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; and   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments and any other annexes

### 1.2 Summary

- 1.2.1 The Department of National Defence (DND), Garrison Petawawa requires a three (3) year Regional Individual Standing Offer (RISO) to be used by the numerous lodger and training units located in the Garrison Petawawa Area of Operation on an "as and when requested" basis for the supply and delivery of Disposable Portable Toilet System Products to support training and operational activities for the period of the Standing Offer.

The period of the Standing Offer is from date of issuance to 31 March, 2024.

This Request for Standing Offer may result in the issuance of one (1) Regional Individual Standing Offer (RISO).

- 1.2.2 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **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 6.15 Transition to an e-Procurement Solution (EPS).

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

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## 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](#) (2020-05-28) 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 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 Ontario Region Bid Receiving Unit**

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.oreceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.oreceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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.

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## 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 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.

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Offer Preparation Instructions**

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

Offers transmitted by facsimile or hardcopy will not be accepted.

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

#### **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 "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" 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**

SACC Manual clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Offerors must submit the certifications and additional information required under Part 5.



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## 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

It is mandatory that documentation be provided proving that the product is suitable for disposal in approved landfill sites.

##### 4.1.2. Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

- a) Offerors must submit their financial bid in accordance with the Basis of Payment in Annex "B".
- b) Offerors must submit firm unit price(s) for all items for all years listed in Annex "B" Basis of Payment – Pricing Basis "A" – Standard Products.
- c) Offerors must provide a percentage (%) discount for all years listed in Annex "B" – Basis of Payment – Pricing Basis "B" - Miscellaneous Disposable Portable Toilet System Products.

**4.1.2.2** As stipulated in 2006 Standard Instructions, the quantity of goods specified in the RFSO are only an approximation of requirements given in good faith.

### 4.1.3 Evaluation of Price

Offers will be evaluated based on the prices detailed in Annex "B" – Basis of Payment.

The Evaluated Price of the offer will be the sum of the extended prices for all years from Annex "B" Basis of Payment – Pricing Basis "A" – Standard Products and Pricing Basis "B" - Miscellaneous Disposable Portable Toilet System Products.

The extended prices for each year will be calculated as follows:

For Annex "B" Basis of Payment – Pricing Basis "A" – Standard Products – The extended price for each year will be calculated by multiplying the Yearly Estimated Usage by Offeror's corresponding Firm Unit Price.

For Annex "B" Basis of Payment – Pricing Basis "B" - Miscellaneous Disposable Portable Toilet System Products - The extended price for each year will be calculated by multiplying the Yearly Estimated Value by the Offeror's Discount % and subtracting the value from the Yearly Estimated Value.

Example: Yearly Estimated Value - (Yearly Estimated Value x Discount %)

$\$25,000.00 - (\$25,000.00 \times 5\%) = (\$25,000.00 - \$1250) = \$23,750.00$

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Offer

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Buyer ID - Id de l'acheteur  
pet908  
CCC No./N° CCC - FMS No./N° VME

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## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection**

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

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## 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 property 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.

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

### **5.2.3.1 Board of Directors Certification**

In accordance with the **Ineligibility and Suspension Policy**, Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "F" Additional Certification Information 1. Board of Directors.

### **5.2.3.2 Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "F" Additional Certification Information 2. Procurement Business Number (PBN).

Suppliers may register for a PBN online at **Supplier Registration Information** (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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## 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 Annex "A".

#### 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.

##### 6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "E", entitled "Standing Offer Reporting Requirements.". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must 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:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than fifteen (15) 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 date of issuance to 31 March, 2024.

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#### 6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

#### 6.5 Authorities

##### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sharon McCartney  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region/Petawawa Acquisition  
Cellphone: 613-217-2807  
E-mail address: [Sharon.McCartney@pwgsc-tpsgc.gc.ca](mailto:Sharon.McCartney@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 identified in the call-up against the Standing Offer.

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

##### 6.5.3 Offeror's Representative(*to be completed by the offeror*):

Name and telephone number of the person responsible for:

General Enquires:

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

Delivery Follow-up:

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

#### 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Garrison Petawawa.

## 6.7 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 2 and 3 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.

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

## 6.9 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](#) (2020-05-28), General Conditions - Goods (Medium Complexity)
- e) Annex "A", Requirement;
- f) Annex "B", Basis of Payment; and
- g) the Offeror's offer dated \_\_\_\_\_ *(to be inserted at issuance of Standing Offer)*.

## 6.10 Certifications and Additional Information

### 6.10.1 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

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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.

#### **6.11 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 \_\_\_\_\_ (**insert the name of the province or territory**).

#### **6.12 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.



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## **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 (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, 2010A (2020-05-28), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards. **(This clause will be inserted if payment by credit cards is accepted by the Offeror, otherwise it will be deleted).**

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period of the Contract is in accordance with the call-up against the Standing Offer.

#### **6.3.2 Delivery Date**

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

### **6.4 Payment**

#### **6.4.1 Basis of Payment**

##### **6.4.1.1 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 firm unit price(s), as specified in Annex "B" - Basis of Payment. 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.

#### **6.4.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17), Limitation of Price

#### **6.4.3 Single Payment**

SACC Manual clause H1000C (2008-05-12), Single Payment

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#### 6.4.4 Electronic Payment of Invoices – Call-up

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

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

#### 6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. The following must be followed when submitting invoices:
  - a) The invoices must be in sequence with the table in Annex "B" - Basis of Payment, showing the item number, description, unit of issue, quantity, unit price, extended price, sub-total, GST/HST and total;
  - b) The invoice must identify the call-up number;
  - c) The invoice must identify the consignee address where the goods were delivered; and
  - d) Each call-up and consignee point must be invoiced separately.
3. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 6.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance – No Specific Requirement

#### 6.7 SACC Manual Clauses

SACC Manual clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations  
SACC Manual clause [B7500C](#) (2006-06-16), Excess Goods  
SACC Manual clause [D0018C](#) (2007-11-30), Delivery and Unloading  
SACC Manual clause [D2001C](#) (2007-11-30), Labelling

#### 6.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

- 
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **6.9 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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## **ANNEX "A"**

### **REQUIREMENT**

#### **Disposable Portable Toilet System Products**

##### **1.0 Objective**

The Department of National Defence (DND), Garrison Petawawa requires a three (3) year Regional Individual Standing Offer (RISO) to be used by the numerous lodger and training units located in the Garrison Petawawa Area of Operation on an "as and when requested" basis for the supply and deliver Disposable Portable Toilet System Products to support training and operational activities for the period of the Standing Offer.

##### **2.0 Requirements**

##### **2.1 Requirement**

The following Disposable Portable Toilet System Products are required on an "as and when requested" basis:

###### **1) Human Solid Waste Bag and Liner (Gas Impervious)**

- a) Must be constructed from puncture and rupture resistant material using standard test ASTM D-1709-98 Impact Resistance Test.
- b) Must have a bag thickness of no less than 4.0 mil.
- c) Must be a bag-in-bag design with a secure closure system.
- d) Must contain a blend of polymers and enzymes which absorbs odor and converts solid waste into a gelled state.
- e) Must come with toilet paper and antiseptic wipe in each bag.
- f) Must be approved for landfill disposal that is supported by documentation.
- g) Must be effective at temperatures ranging from -40°Celsius to +40°Celsius.

###### **2) Portable Restroom Kit**

- a) Kit must contain one (1) Human Waste Bag and Liner (Gas Impervious) for Solid Waste Kit as follows:
  - i. Must be constructed from puncture and rupture resistant material using standard test ASTM D-1709-98 Impact Resistance Test.
  - ii. Must be a bag-in-bag design with a secure closure system.
  - iii. Must have a bag thickness of no less than 4.0 millilitres.
  - iv. Must contain a blend of polymers and enzymes which absorbs odor and converts solid waste into a gelled state.
  - v. Must come with toilet paper and antiseptic wipe.
- b) Kit must contain two (2) Urinal Bags for Liquid Waste as follows:
  - i. Must be constructed from puncture and rupture resistant material using standard test ASTM D-1709-98 Impact Resistance Test.
  - ii. Must have a leak proof bag with a secure closure system.
  - iii. Must have a bag thickness of no less than 4.0 millilitres.
  - iv. Must have a capacity to hold 500 to 600 millilitres.
  - v. Must contain a blend of polymers and enzymes which absorbs odor and converts liquid waste into a gelled state.
  - vi. Must incorporate a wide opening suitable for use by female or male.
  - vii. Must come with an antiseptic wipe.
- c) Kit must be effective at temperatures ranging from -40°Celsius to +40°Celsius.
- d) Kit must be approved for landfill disposal that is supported by documentation.

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### 3) Commode – Portable Toilet Kit

- a) Kit must Includes one (1) base, one (1) seat and one (1) lid as follows:
  - i. Height must range between 355.6 to 406.4 millilitres (14 to 16 inches).
  - ii. Diameter must range between 279.4 to 330.2 millilitres (11 to 13 inches).
  - iii. Base must be 18.92706 litres (5 gallons).
  - iv. Must be able to support a minimum human weight of 132 kilograms (300 pounds).
  - v. Must include an industrial grade polyurethane foam seat with an airtight, watertight, screw down lid.
  - vi. Industrial grade polyurethane foam seat must be effective for use in temperatures ranging from -40° Celsuis to +40° Celsuis.

### 4) Toilet Tent/Privacy Shelter

- a) Shelter must include one (1) carrying case, four (4) anchoring stakes and four (4) tie down ropes.
- b) Shelter height must be 198.12 centimetres (6.5 feet).
- c) Shelter length and width must be 121.92 centimetres (4 feet) by 121.92 centimetres (4 feet).
- d) Shelter weight must be a minimum of 3.175147 kilograms (7 pounds) to a maximum of 3.628739 kilograms (8 pounds).
- e) Shelter must be able to be weighted down.
- f) Shelter must be made of a non-conductive, lightweight material that is flame retardant, wind resistant, mildew resistant and water repellent.
- g) Shelter must allow for personal privacy when in use.
- h) Shelter must allow for ventilation.
- i) Shelter must be proven for extended periods of heavy rain and snow fall, gusting winds and freezing rain.

### 5) Miscellaneous Disposable Portable Toilet System Products

- a) Must be able to offer similar Miscellaneous Disposable Portable Toilet System Products from their catalogue at discounted prices.

## 3.0 Packaging

All items are to be clearly labelled to include, but not limited to, packaging contents.

Environmentally friendly recycled and recyclable packaging materials must be utilized for all deliveries.

Any plastic used to wrap pallets must be recyclable.

Any boxes used to package items must be recyclable and secure with tape or glue.

Deliveries should be made in hybrid vehicles if the Contractor has hybrid vehicles in their fleet.

## 4.0 Constraints

The Contractor must replace, without delay, any and all goods found with any latent problems, defects, or concealed damage within thirty (30) days from delivery. No extra charges will be incurred during the replacement of the goods. It is the sole responsibility of the Contractor to deliver the goods in satisfactory condition. If the Contractor cannot replace the goods within 15 days of TA notification, the Contractor must provide a 100% refund for that piece of equipment.

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## **5.0 Delivery Dates and Times**

### **5.1 Delivery Dates**

Deliveries must be made Monday to Friday (excluding any holidays) between 8:00 a.m. and 3:00 p.m. (EST Ontario), to the delivery location listed on the call-up against the Standing Offer.

### **5.2 Delivery Times**

Delivery must be made within three (3) calendar days from receipt of a call-up against the Standing Offer. If delivery timelines require adjustment, it must be approved by the Technical Authority prior to the call-up.

### **5.3 Delivery Point(s)**

Department of National Defence  
Garrison Petawawa  
Attn: Lodger/Training Unit (as listed on the call-up against the Standing Offer)  
Street Address (as listed on the call-up against the Standing Offer)  
Petawawa, ON  
K8H 2X3

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## ANNEX "B"

### BASIS OF PAYMENT

All prices are firm unit price(s), all-inclusive, in Canadian dollars, FOB destination (Department of National Defence, Garrison Petawawa), Canadian customs duties and excise taxes included and Applicable Taxes extra.

Applicable Taxes are not included in the pricing and are to be shown separately on invoices.

### Pricing Period

The period of the Standing Offer is divided into three pricing periods:

Period 1 - is from date of issuance to March 31, 2022.

Period 2 - is from April 1, 2022 to March 31, 2023.

Period 3 - is from April 1, 2023 to March 31, 2024.

#### **Note to Offerors:**

*All text in italics in this Annex will be removed from the resulting Standing Offer.*

#### **Estimated Usages:**

*The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for each Pricing Period and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual items ordered.*

#### **Applicable Taxes:**

*GST/HST must not be included in the unit prices (but will be added as a separate item to any invoice issued).*

#### PRICING BASIS "A" – Standard Products

Item	Description	Estimated Annual Usage	Unit of Issue	Part Number	Firm Unit Price Year 1	Firm Unit Price Year 2	Firm Unit Price Year 3
1	Human Solid Waste Bag and Liner (Gas Impervious) in accordance with Annex "A" Requirement	280	Case		\$	\$	\$
2	Portable Restroom Kit in accordance with Annex "A" Requirement	200	Case		\$	\$	\$
3	Commode – Portable Toilet Kit in accordance with Annex "A" Requirement	30	Unit		\$	\$	\$
4	Toilet Tent/Privacy Shelter in accordance with Annex "A" Requirement	12	Unit		\$	\$	\$

#### PRICING BASIS "B" - Miscellaneous Disposable Portable Toilet System Products

Item	Description	Estimated Annual Usage	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
1	Similar Miscellaneous Disposable Portable Toilet System Products from the Offeror's Catalogue will be offered at current trade prices less a discount of ____%, excluding HST.	\$25,000.00	%	%	%

#### Special Offers:

Special offerings due to year end or surplus manufacturing runs, special job lots, sales etc. shall be made available as they occur if of lessor cost than under the pricing arrangement in the Standing Offer.





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## ANNEX "D"

### PWGSC 924 CALL-UP AGAINST A STANDING OFFER TEMPLATE

Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada		Clear Data - Effacer l'information		Call-up Against a Standing Offer Commande subséquente à une offre à commandes	
Ship to - Expédier à		Consignee Code Code destinataire		<p><b>To the supplier:</b> The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.</p> <p><b>Au fournisseur:</b> L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.</p> <p><b>Security: The call-up includes security provisions.</b> <b>Sécurité : La demande comprend des exigences en matière de sécurité.</b></p> <p><input type="checkbox"/> NO / NON <input type="checkbox"/> YES / OUI <input type="checkbox"/> If YES, attach a SRCL to the call-up / Si OUI, joindre une L'VERS à la demande</p>	
Supplier - Fournisseur		Postal Code Code postal			
Procurement Business No. (PBN) Numéro d'entreprise - approvisionnements (NEA)					
Invoices must be sent in accordance with - Les factures doivent être envoyées selon :					
<input type="checkbox"/> The detailed instructions in the standing offer Les instructions détaillées dans l'offre à commandes					
<input type="checkbox"/> The address shown in the "Ship to" block L'adresse indiquée dans la case « Expédier à »					
<input type="checkbox"/> Special instructions below Les instructions particulières ci-dessous					
Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.					
Chaque expédition doit être accompagnée d'un formulaire d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.					
Standing Offer No. - N° de l'offre à commandes		Requisition No. - N° de demande Order. Off. - Bur. dem. YY-AA		Client Reference No. (optional) N° de référence du client (facultatif)	
The representative of the identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.					
Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.					
Amendment No. N° de modification		Previous Value (\$) Valeur précédente (\$)		Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	
Total estimated expenditures or revised Total des dépenses estimatives ou révisées					
Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)
Special instructions - instructions particulières					
Total					
For further information, call - Pour renseignements supplémentaires, contacter					
Name - Nom		Telephone No. - N° de téléphone		Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)	
For internal purposes only - Pour usage interne seulement		Approved for the Minister - Approuvé pour le Ministre			
Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.					
Signature (Mandatory - Obligatoire)		Date (YYYY-MM-DD - AAAA-MM-JJ)		Signature (Mandatory - Obligatoire)	
Date (YYYY-MM-DD - AAAA-MM-JJ)		Signature (Mandatory - Obligatoire)		Date (YYYY-MM-DD - AAAA-MM-JJ)	

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## **ANNEX “E” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

**As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.**

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)

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## ANNEX “F”

### ADDITIONAL CERTIFICATION INFORMATION

#### 1. Board of Directors

In accordance with the Ineligibility and Suspension Policy, Section 17, Bidders are required to provide a list of their Board of Directors before Standing Offer issue. Bidders are requested to provide this information in their bid.

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

#### 2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Standing Offer issue.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#) (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.