

**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

## Request For a Standing Offer Demande d'offre à commandes

### Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

Veillez adresser les demandes de renseignements à  
l'autorité contractante à [wayne.cook@pwgsc-tpsgc.gc.ca](mailto:wayne.cook@pwgsc-tpsgc.gc.ca)

Address inquiries to the Contracting Authority at  
wayne.cook@pwgsc-tpsgc.gc.ca

**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> Dishwashing Cleaning Supplies Fournitures de nettoyage de la vaisselle	
<b>Solicitation No. - N° de l'invitation</b> W0107-211529/A	<b>Date</b> 2021-10-07
<b>Client Reference No. - N° de référence du client</b> W0107-21-1529	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PET-906-1692
<b>File No. - N° de dossier</b> KIN-1-56011 (906)	<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 2021-10-25</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> Cook, Wayne	<b>Buyer Id - Id de l'acheteur</b> pet906
<b>Telephone No. - N° de téléphone</b> (613)401-0623 ( )	<b>FAX No. - N° de FAX</b> (613)687-6656
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Normandy Court Kitchen - Bldg G104 132 Nicklin Parade Square Garrison Petawawa 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>

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION.....</b>	<b>4</b>
1.1 INTRODUCTION.....	4
1.2 SUMMARY .....	4
1.3 DEBRIEFINGS .....	5
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	5
<b>PART 2 - OFFEROR INSTRUCTIONS.....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	5
2.2 SUBMISSION OF OFFERS.....	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	6
2.4 APPLICABLE LAWS .....	6
2.5 BID CHALLENGE AND RECOURSE MECHANISMS .....	6
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES .....	7
4.2 BASIS OF SELECTION .....	8
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	9
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION .....	9
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....</b>	<b>10</b>
<b>A. STANDING OFFER.....</b>	<b>10</b>
6.1 OFFER .....	10
6.2 SECURITY REQUIREMENTS .....	10
6.3 STANDARD CLAUSES AND CONDITIONS .....	10
6.4 TERM OF STANDING OFFER.....	11
6.5 AUTHORITIES .....	11
6.6 IDENTIFIED USERS .....	12
6.7 CALL-UP PROCEDURES.....	12
6.8 CALL-UP INSTRUMENT .....	12
6.9 LIMITATION OF CALL-UPS .....	13
6.10 PRIORITY OF DOCUMENTS .....	13
6.11 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.12 APPLICABLE LAWS .....	13
6.13 PRICE LISTS .....	13
6.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	14
<b>B. RESULTING CONTRACT CLAUSES.....</b>	<b>14</b>
6.1 REQUIREMENT .....	14
6.2 STANDARD CLAUSES AND CONDITIONS .....	14
6.3 TERM OF CONTRACT.....	14
6.4 PAYMENT .....	14
6.5 INVOICING INSTRUCTIONS .....	15
6.6 INSURANCE .....	15
6.7 SACC MANUAL CLAUSES .....	15
6.8 DISPUTE RESOLUTION .....	16
<b>ANNEX "A" .....</b>	<b>17</b>

---

<i>REQUIREMENT</i> .....	17
<b>ANNEX "B"</b> .....	<b>20</b>
BASIS OF PAYMENT .....	20
<b>ANNEX "C"</b> .....	<b>21</b>
PERIODIC USAGE REPORT FORM .....	21
<b>ANNEX "D" TO PART 3 OF THE REQUEST FOR STANDING OFFERS</b> .....	<b>22</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	22
<b>ANNEX "E"</b> .....	<b>23</b>
ADDITIONAL CERTIFICATION INFORMATION.....	23

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications 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 the Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

**1.2.1** This requirement is to establish a three-year Regional Individual Standing Offer (RISO) for the provision, installation and maintenance of miscellaneous Dishwashing and Sanitizing Chemicals with Dispensers for use in kitchens and other areas as detailed in the specification on an "as and when requested" basis for the Department of National Defence at Garrison Petawawa, Canadian Forces Base (CFB) North Bay, CFB Borden, CFB Trenton, CFB Kingston and the Royal Military College in Kingston, Ontario, Canada.

To supply and deliver Dishwashing and Sanitizing Chemicals for use in Kitchen areas and to supply Dispenser Equipment including instruction for installation for the Department of National Defence at Canadian Forces Station (CFS) Alert.

The period of the standing offer will be November 1, 2021 to October 31, 2024.

**1.2.2** The Request for Standing Offers (RFSO) is to establish a Regional Individual Standing offer for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

**1.2.3** 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 6.14 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](#) (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 bid solicitation:

#### **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.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orreceptiondessoumissions-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 Instructions [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 solicitation closing date.

Offers transmitted 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 seven (7) 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 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.

---

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

### **3.1 Offer Preparation Instructions**

The Offeror must submit its offer electronically, Canada requests that the Offeror submits its offer 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: Financial Offer  
Section II: Certifications

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

#### **Section I: 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 "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" 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 II: 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 Financial Evaluation**

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

4.1.1.2 The Offeror must provide pricing in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.1.1.3 The Offeror must submit a price (or percentage as applicable) for every item and pricing period in Annex "B" Basis of Payment.

Offerors who fail to meet the requirements specified in 4.1.1.2 and 4.1.1.3 above will be considered non-compliant and their offers will not be evaluated further.

#### 4.1.1.4 Price Calculations

Items 1 through 19 will be calculated as follows;

Ratio: Will be calculated by taking the Amount of Product entered by the Offeror divided by the Amount of Product plus Volume of Water entered by the Offeror.

Yield: Will be calculated by taking the Unit of Issue offered divided by the Ratio.

Cost per Yield: Will be calculated by taking the unit prices for each of the three years divided by the Yield.

Extended Price: Will be calculated by taking the Cost per Yield for each of the three years multiplied by the requested Unit of Issue multiplied by the Estimated Usage. The three years will be added together to arrive at the extended price.

Items 20 through 24 will be calculated as follows;

Extended Price: Will be calculated by taking the unit prices for each of the three years multiplied by the requested Unit of Issue multiplied by the Estimated Usage. The three years will be added together to arrive at the extended price.

Item 25 will be calculated as follows;

Extended Price: Will be calculated as follows;

- i. The unit percentage (discount or mark-up) for each of the three years will be multiplied by the annual Estimated Dollar (\$10,000.00).
- ii. The annual Estimated Dollar (\$10,000.00) for each of the three years will be added the result from i to arrive at the extended price.

The Evaluated Price is the sum of all extended prices for all items for all years.

4.1.1.5 SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price - Offer

## 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.

## 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/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.

#### **5.2.2.1 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 "E" - Additional Certification Information 1. Board of Directors.

### 5.2.2.2 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 "E" - 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.

## 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 "C". 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 November 1, 2021 to October 31, 2024.

### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 90 day period, from November 1, 2024 to January 31, 2025 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority

### **6.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

### **6.4.4 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: Wayne Cook  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region  
Address: 101 Menin Rd. Bldg. S-111 Rm. C-114  
4 CDSG Garrison Petawawa, Petawawa ON K8H 2X3  
Telephone: 613 – 401 - 0623  
Facsimile: 613 – 687 - 6656  
E-mail address: wayne.cook@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

Name and telephone number of the person responsible for:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.6 Identified Users

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

Garrison Petawawa, Petawawa, Ontario.  
CFB North Bay, North Bay, Ontario.  
CFB Borden, Borden, Ontario.  
CFB Kingston, Kingston, Ontario.  
The Royal Military College, Kingston, Ontario.  
CFB Trenton, Trenton, Ontario.  
CFS Alert, Nunavut Territories. Delivery of Items destined for CFS Alert must be effectuated to CFB Trenton, Trenton, Ontario for furtherance by DND to CFS Alert.

### 6.7 Call-up Procedures

Call-ups will be issued directly to the Standing Offer holder in accordance with Annex A & 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 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.

## 6.9 Limitation of Call-ups

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

## 6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (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;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 6.11 Certifications and Additional Information

### 6.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## 6.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

## 6.13 Price Lists

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and

price list and updates to each Identified User requesting a copy. The Offeror must further send one (1) copy to the Standing Offer Authority at the address stated in the Standing Offer.

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

Section 16 Interest on Overdue Accounts, of 2010A (2020-05-28), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

##### **6.2.2 SACC Manual Clauses**

SACC Manual clause A9062C (2011-05-16), Canadian Forces Site Regulations  
SACC Manual clause B3000T (2006-06-16) Equivalent Products

#### **6.3 Term of Contract**

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

The period of the Contract is from date of Contract plus three months inclusive

##### **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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, 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.

#### 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

#### 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. 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. Each invoice must show:
  - The date;
  - Name and address of the Consignee;
  - DND's Call-up number and the Standing Offer number;
  - Description of the services.

#### 6.6 Insurance

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

#### 6.7 SACC Manual Clauses

*SACC Manual* clause [B1505C](#) (2016-01-28) Shipment of Dangerous Goods/ Hazardous Materials

*SACC Manual* clause [B7500C](#) (2006-06-16) Excess Goods

*SACC Manual* clause [D2001C](#) (2007-11-30) Labeling

---

## 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](#)".



---

## **ANNEX "A"**

### **REQUIREMENT**

#### **Kitchen Cleaning Products with Dispensers**

##### **1. Requirement**

To supply and deliver Dishwashing and Sanitizing Chemicals for use in kitchen areas; to supply, install and maintain Dispenser Equipment; to provide qualified technicians for Preventative Maintenance and Service of Dispensing Equipment; to provide On-site Training on the use of goods and equipment, for the Department of National Defence (DND) at Garrison Petawawa, Canadian Forces Base (CFB) North Bay, CFB Borden, CFB Kingston, CFB Trenton and the Royal Military College, Kingston, Ontario, Canada, on an "as and when requested" basis, during the period of the Standing Offer.

**1.1** To supply and deliver Dishwashing and Sanitizing Chemicals for use in Kitchen areas and to supply Dispenser Equipment including instruction for installation for the Department of National Defence at Canadian Forces Station (CFS) Alert.

##### **2. List of Goods**

**2.1** The list of Dishwashing and Sanitizing Chemicals to be supplied and delivered are identified in Annex "B", Pricing Basis.

**2.2** In the event that the Offeror is required to substitute an item in the Standing Offer with another item due to inventory shortages, the replacement item must match the specifications indicated in the Standing Offer and must be provided at the same unit price as the original item.

**2.3** The Dishwashing and Sanitizing Chemicals will be Food Safe; and in accordance with the Canadian Food Inspection Agency Act and Food and Drugs Act.

Information on Food Safe, the Canadian Food Inspection Agency Act and Food and Drugs Act can be obtained from the following Website: <http://www.inspection.gc.ca>

**2.4** The Contractor will provide English and French literature and instructions for operation, sanitation and safety regarding all products, including WHMIS Material Safety Data Sheets, technical data and <sup>1</sup>Drug Identification Number (D.I.N.) for all products to the usage areas for personnel involved in warewashing, dishwashing and sanitizing activities.

*<sup>1</sup>In the Food and Drugs Act, "drug" includes any substance or mixture of substances manufactured, sold or represented for use in (c) disinfection in premises in which food is manufactured, prepared or kept.*

**2.5** Computer generated English and French reports providing tracking capabilities by location for product unit movement, usage costs, etc. will be provided on a monthly basis.

**2.6** Every attempt will be made by the Contractor to supply products, which are environmentally friendly, have the "ECO" logo or certification to confirm this claim. All products testing results completed on the products, if available and requested by Users, are to be made available by the Contractor.

**2.7** All products supplied must be in accordance with the latest issue of the relevant quality standard specified or to be EnviroFriendly or Biodegradable Products as available in the industry.

**2.8** The Contractor may be required to provide a written statement to the Project Authority on its environmental position. Demonstrating that they have received the ISO 9002 Certification or higher.

### **3. Dispenser Equipment**

The Contractor is to provide Electronic Dispensing and/or Injection Equipment for all locations where required which generate reports that provide, by location, product unit movement, usage costs and other statistic data to users. The equipment must be C.S.A. approved and compatible with the equipment in use at the various locations.

#### **3.1 Supply and Installation**

The Contractor will supply and install Dispensing Equipment at a date specified by the Project Authority for each base after award, at no cost to the Crown. Should electrical wiring be installed, it will be done in accordance with current Regulations, the Department of National Defence Fire Code, as well as the manufacture's recommendations.

The Project Authority and the Contractor will mutually agree upon a date and time for the installation of equipment .

The Contractor will provide literature and instructions for the operation of equipment in English.

The Contractor's ownership identification must be on all equipment.

#### **3.2 Removal**

Cleaning products are currently dispensed from Dispensing Equipment, which have been supplied by the outgoing Contractor. A common industry practice is that the Contractor removes and packages the outgoing Contractor's equipment in a professional manner.

The Contractor should indicate before Standing Offer award if this practice is acceptable for the removal and packaging of their equipment.

☐ acceptable

☐ not acceptable

In the event that this practice is acceptable, the Project Authority will call to have the equipment picked up by the outgoing Contractor.

In the event that this practice is not acceptable, the Project Authority will co-ordinate with the Contractor and the outgoing Contractor for the removal of equipment to ensure the least amount of disruption and downtime possible.

In conjunction with the removal of the equipment, unopened products will be returned to the outgoing Contractor and a credit issued to the individual users at the Department of National Defence

**3.3** CFS Alert equipment will only require delivery to CFB Trenton, There will not be a requirement to install, remove or perform Preventative Maintenance and Service of Equipment to the equipment destined for CFS Alert.

### **4. Service of Equipment**

**4.1** Preventative Maintenance and Service - In accordance with manufactures recommended schedule.

---

The responsibility for maintaining the equipment in good working condition rests with the Contractor. The Contractor will provide preventative maintenance and service on the equipment. The Contractor must provide the necessary personnel to perform the above services. The above services will be at no cost to the Crown.

#### **4.2 Emergency Service**

The Contractor will provide emergency service twenty-four (24) hours a day, seven (7) days a week, at no cost to the Crown.

In the event of emergency service the Contractor agrees to respond on site with service personnel within four (4) hours of Call-up. Should the equipment breakdown and require to be removed for repairs, the Contractor agrees to provide a replacement dispenser.

#### **4.3 Service Report**

The Contractor will provide a copy of the service report to the Project Authority within twenty-four (24) hours of completion of the service. The service report will include the condition of the dispensing system, actions taken by Contractor's technician, recommended action to be taken by the user to correct identified faults in their equipment, training instruction given and the quality of products and service discussed with the user.

### **5. On-site Training**

The Contractor will provide one time, onsite training to all staff required to use the products and dispensing equipment in the course of their work to ensure proper usage, personal safety on the use of goods and equipment.

The training will consist of up to six classes covering up to 90 personnel. Organization of the classes will be done by each Base.

#### **5.1 All training for CFS Alert will be done with the personnel at CFB Trenton at the same time.**

Solicitation No. - N° de l'invitation

W0107-211529/A

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

W0107-21-1529

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-1-56011

Buyer ID - Id de l'acheteur

PET906

CCC No./N° CCC - FMS No./N° VME

---

**ANNEX "B"**

**BASIS OF PAYMENT**

Please see attached electronic Excel document.

**ANNEX "C"****PERIODIC USAGE REPORT FORM**

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Return to:

Public Works and Government Services Canada	(613) 687-6656	<a href="mailto:wayne.cook@pwgsc-tpsgc.gc.ca">wayne.cook@pwgsc-tpsgc.gc.ca</a>
<i>Name</i>	<i>Fax</i>	<i>E - Mail</i>

At: Public Works and Government Services Canada  
Acquisitions Branch Ontario Region  
101 Menin Rd. Garrison Petawawa  
Building S-111, Rm C-114  
Petawawa, Ontario  
K8H 2X3

**REPORT ON THE VOLUME OF BUSINESS**

CONTRACTOR:

REPORT FOR THE PERIOD ENDING:

Description of Work	Call up #	Total Billing

Or **NIL REPORT:** We have not done any business with the federal government for this period

**PREPARED BY:**

NAME:

SIGNATURE:

TELEPHONE NO.:

---

**ANNEX "D" 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)

---

**ANNEX "E"**

**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 contract award. 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 Contract award.

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

Suppliers may register for a PBN online at **Supplier Registration Information**. 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.