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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, and the Basis of Payment.

### **1.2 Summary**

The Department of National Defence (DND), Canadian Forces Base (CFB) Kingston requires a Regional Individual Standing Offer (RISO) for the supply and delivery of road sand for winter ice control mixed with road salt, for winter de-icing applications at the base.

Contractor must deliver material and stacker with loader within 3 business days of receipt of the call up.

The period of the Standing Offer is from date of issuance to December 31, 2022 with an option to extend the standing offer by 3 additional one year periods.

Only 1 Standing Offer will be issued as a result of this Request for Standing Offer.

The historical volumes are specified at Annex B, Basis of Payment, under estimated usage. This information is only an estimate which is made in good faith and does not represent an agreement by Canada to purchase these quantities.

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The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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

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 7.15 Transition to an e-Procurement Solution (EPS).

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2019-03-04) 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 Bids – Epost only

**2.2.1** Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the RFSO.  
[TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca) (email address for epost Connect service)

**Note: Bids 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 bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six (6) days before the Request for Proposals closing date.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile 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 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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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.

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

### **3.1 Offer Preparation Instructions**

- If the Offeror chooses to 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: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

#### **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 Exchange Rate Fluctuation**

C3011T (2013-11-06) Exchange Rate Fluctuation

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

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



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

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Financial Evaluation**

##### **4.1.1.1 Mandatory Financial Criteria**

The Offeror must complete and submit with its offer, Annex B – Basis of Payment, in Canadian Funds. Pricing must be provided for all line items.

The price used in the evaluation will be the Total Evaluated Price which is the total price of item 1 and item 2 for the firm and option years.

##### **4.1.2.1 SACC Manual Clause**

*SACC Manual* Clause [M0220T](#) (2016-01-28) Evaluation of Price-Bid

### **4.2 Basis of Selection**

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

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

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

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

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

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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.

## **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 below. 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 period 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 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 January 31, 2023.

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## 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 3 one-year periods, from January 1, 2023 to December 31, 2023; January 1, 2024 to December 31, 2024; January 1, 2025 to December 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 10 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 6.6 Authorities

### 6.6.1 Standing Offer Authority

The Standing Offer Authority is:

Robert Berends  
Supply Specialist  
Public Services and Procurement Canada - Ontario Region  
10th Floor, 4900 Yonge Street, Toronto, Ontario, Canada. M2N 6A6  
Telephone: 647-308-5031  
E-mail address: [robert.berends@pwgsc-tpsgc.gc.ca](mailto:robert.berends@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.

### 6.6.2 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.

### 6.6.3 Offeror's Representative

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

### 6.6.4 Identified Users

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

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## 6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User 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

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (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](#) (2018-06-21) General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_

## 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 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 Ontario.

## 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.

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

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

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **6.1 Requirement**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

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

### **6.3 Term of Contract**

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

The period of the Contract will be the dates of the call up.

#### **6.3.2 Delivery Date**

Delivery must be made within 3 business days from receipt of a 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 a firm price, *as specified in Annex B, Basis of Payment for a cost of \$ \_\_\_\_\_*. 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 in Annex A for certification and payment.  
and
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.6 Insurance**

SACC Manual clause G1005C (2016-01-28) Insurance

## **6.7 SACC Manual Clauses**

B7500C (2006-06-16) Excess Goods  
A9062C (2011-05-16) Canadian Forces Site Regulations



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## **ANNEX A**

### **REQUIREMENT**

#### **1. Background**

MPGTG Tech Services, Base Transport requires bulk deliveries of road sand for winter ice control mixed with road salt, for winter de-icing applications at Canadian Forces Base Borden.

#### **2. Objective**

To establish a standing offer for supply and delivery of bulk road sand to MPGTG Tech Services, Base Transport, Department of National Defence, CFB Borden, Ontario on an "as and when required" basis during the period of the Standing Offer.

#### **3. Scope**

Contractor must deliver material and stacker with loader within three (3) business days of receipt of call-up.

Contractor must mix bulk road sand and salt (Sodium Chloride Type 1, Pavement De-Icer) with stacker and loader to make winter sand for Base Transport's winter road maintenance program.

Base Transport personnel will be responsible for the correct amount of sand and salt ratio to use in accordance with Transportation Association of Canada (TAC) Salt Management Synthesis of Best Practices and the current (day of) winter condition.

All deliveries to Borden are to be made Monday to Friday, 0800 - 1500 hours unless prior arrangements are made, details to be specified at the time of call-up.

Shipment must be consigned DDP including all delivery and offloading charges to:

MPGTG Tech Services, Base Transport  
C/O RP Ops Det. (Borden), Roads and Grounds Sand Dome  
80A Ramillies Road (Building P-186)  
Canadian Forces Base Borden  
Borden, Ontario L0M 1C0  
The storage area is in Area 5 of the Gore Training on McNaughton side of Base.

#### **4. Material**

This bulk road sand 200-7890 Sand, Road, Winter Sand Conforming to MTC Form 531-03-01 and Section 531-03-02.

The road sand must be screened or washed.

#### **5. Invoicing address**

Invoices can be mailed to:

MPGTG Tech Services, Base Transport  
45 Maintenance Road (Building O-95)  
Canadian Forces Base Borden

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Borden, Ontario L0M 1C0  
Canada

## ANNEX B

### BASIS OF PAYMENT

All prices are firm, all-inclusive, unit prices in Canadian dollars, DDP Department of National Defence – Kingston, Ontario, including all delivery, off-loading, on-loading and removal charges. Canadian customs duties and excise taxes must be included. HST must not be included in the unit prices but will be added as a separate item to any invoice issued against the Standing Offer.

Pricing Periods:

Year 1 – Issuance of Standing Offer to 31 December 2022;

Item	Description	Unit of Issue	Estimated Usage	Firm Unit Price
1	200-7890 Sand, Road, Winter Sand Conforming to MTC Form 531-03-01 and Section 531-03-02	Metric Tonne	2100	
2	Stacker C/W Loader – for Item No. 1 based on 300 MT (1 Unit) of sand to be mixed with road salt.	300 MT	7	

Year 2 – 01 January 2023 to 31 December 2023

Item	Description	Unit of Issue	Estimated Usage	Firm Unit Price
1	200-7890 Sand, Road, Winter Sand Conforming to MTC Form 531-03-01 and Section 531-03-02	Metric Tonne	2100	
2	Stacker C/W Loader – for Item No. 1 based on 300 MT (1 Unit) of sand to be mixed with road salt.	300 MT	7	

Year 3 – 01 January 2024 to 31 December 2024

Item	Description	Unit of Issue	Estimated Usage	Firm Unit Price
1	200-7890 Sand, Road, Winter Sand Conforming to MTC Form 531-03-01 and Section 531-03-02	Metric Tonne	2100	
2	Stacker C/W Loader – for Item No. 1 based on 300 MT (1 Unit) of sand to be mixed with road salt.	300 MT	7	

Year 4 – 01 January 2025 to 31 December 2025

Item	Description	Unit of Issue	Estimated Usage	Firm Unit Price
1	200-7890 Sand, Road, Winter Sand Conforming to MTC Form 531-03-01 and Section 531-03-02	Metric Tonne	2100	
2	Stacker C/W Loader – for Item No. 1 based on 300 MT (1 Unit) of sand to be mixed with road salt.	300 MT	7	