

This bid solicitation cancels and supersedes previous bid solicitation number W6854-220258/A dated January 19, 2022 with a closing of February 2, 2022 at 2pm EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF OFFERS	4
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	5
2.4 APPLICABLE LAWS	5
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	5
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	6
3.1 OFFER PREPARATION INSTRUCTIONS.....	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES	7
4.2 BASIS OF SELECTION.....	10
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	11
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	12
PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	13
A. STANDING OFFER	14
6.1 OFFER	14
6.2 SECURITY REQUIREMENTS	14
6.3 STANDARD CLAUSES AND CONDITIONS	14
6.4 TERM OF STANDING OFFER.....	15
6.5 AUTHORITIES	15
6.6 IDENTIFIED USERS	16
6.7 CALL-UP INSTRUMENT	16
6.8 LIMITATION OF CALL-UPS.....	16
6.9 PRIORITY OF DOCUMENTS	17
6.10 CERTIFICATIONS AND ADDITIONAL INFORMATION	17
6.11 APPLICABLE LAWS	17
6.12 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	17
B. RESULTING CONTRACT CLAUSES	19
6.1 REQUIREMENT	19
6.2 STANDARD CLAUSES AND CONDITIONS	19
6.3 TERM OF CONTRACT	20
6.4 PAYMENT	20
6.5 INVOICING INSTRUCTIONS.....	1
6.6 INSURANCE	1

6.7	INSPECTION AND ACCEPTANCE	1
6.8	SACC MANUAL CLAUSES	1
6.9	DISPUTE RESOLUTION	1
ANNEX "A"		2
	REQUIREMENT	2
ANNEX "B"		5
	BASIS OF PAYMENT	1
ANNEX "C"		1
	STANDING OFFER USAGE REPORTING FORM	3
ANNEX "D"		ERROR! BOOKMARK NOT DEFINED.
	SECURITY REQUIREMENTS CHECK LIST	ERROR! BOOKMARK NOT DEFINED.
ANNEX "E" TO PART 3 OF THE REQUEST FOR STANDING OFFERS		4
	ELECTRONIC PAYMENT INSTRUMENTS	4
ANNEX "F"		5
	ADDITIONAL CERTIFICATIONS	5

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 Standing Offer Usage Reporting Form and the Electronic Payment Instruments.

1.2 Summary

- 1.2.1 Real Properties Operations Detachment Borden (RPO Det. Borden) has a requirement for the provision of Asphalt & Concrete Crushing services on an "as and when" required basis. The offeror must provide all labour, equipment, materials (fuel, spare parts, etc.), tools and transportation required for the work. All asphalt & concrete for crushing will be provided by DND.

The Period for making call-ups against the Standing Offer is from April 1, 2022 to March 31, 2025. There is also the option of two (2) additional one-year options to extend the period of the standing offer.

The requirement is limited to Canadian services.

- 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 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 \(2020-05-28\)](#) 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

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 2003, or to

send bids through an epost Connect message if the bidder 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 ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

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

- 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

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (_____ hard copies)

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must provide documentation demonstrating that their proposal meets all the technical specifications detailed below. When published documentation does not demonstrate compliance, a written narrative demonstrating compliance will be accepted.

Item	Mandatory Requirement	Page # (Identify page number in your proposal where the information can be found)
<u>M1</u>	The offeror must have a minimum of 5 years of experience in providing Concrete & Asphalt Crushing Services from the date of bid closing. To demonstrate this experience the bidder must provide a detailed summary related to the history and background of their company with their offer, at the time of bid closing.	
<u>M2</u>	<p>The offeror must provide details of three (3) separate contracts performed that were similar* in scope, and size, related to Concrete & Asphalt Crushing Services with their bid at the time of bid closing. Details must include:</p> <ul style="list-style-type: none"> (a) the period of the contract, (b) a brief work description, (c) estimated volume of material crushed, (d) estimated value and name of client. <p>* Similar" – for purpose of this evaluation is defined as the means for extent of comparability to the requirement of this solicitation in terms of scope, magnitude, operating environment and business sector. For the purposes of this evaluation one (1) year contracts will be considered "similar."</p> <p>If more than 3 separate contracts performed examples are provided, only the first 3 mentioned will be considered</p>	
<u>M3</u>	<p>The Bidder must provide proof for a minimum of two (2) of their proposed Personnel, who will be doing the majority of the work, each have a minimum of 3 years (within last 5 years) of combined experience in the maintenance and operation of concrete & asphalt crushing equipment from the date of bid closing.</p> <p>If more than two (2) personnel are provided, only the first 2 mentioned will be considered for evaluation.</p>	

<u>M4</u>	<p>The offeror must provide a valid and current copy of a government recognized qualifications for First Aid held by the company at the time of bid closing. To demonstrate, the offeror must provide each of the following certifications:</p> <ul style="list-style-type: none"> (a) Department of Transport, Operators certificates (b) First Aid, and Workplace Hazardous Material Information System (WHMIS) <p>Offerors must demonstrate that they have each of the certifications listed. If a copy of the certifications documentation are not provided with the bid, it must be provided within 2 days of request from the Contracting Authority</p>	
<u>M5</u>	<p>The Offeror must provide have a valid & current copy for each of the following:</p> <ul style="list-style-type: none"> (a) Mobile Ministry of Environment Conservation Parks (MECP) certificate (b) Environmental Compliance Approval (ECA) 	

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- (a) Pricing must be provided for all Items as listed in Annex "B" Basis of Payment.
- (b) Offers must be submitted in accordance with Annex "B" Basis of Payment
- (c) Offers must not contain any condition or qualification placed upon the offer.
- (d) Pricing must be firm in Canadian currency, excluding applicable taxes, and must not be indexed or tied to an escalation factor.

4.1.2.1 Evaluation of Price

The extended prices of all items listed in Annex "B" Basis of Payment will be calculated by multiplying the estimated usage figures by the prices offered by the Offerors to calculate the extended pricing for each line item.

The extended prices will be added together to calculate the Offeror's evaluated price.

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory 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.

5.1.2 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (first and last name), as the representative of _____ (name of business) pursuant to _____ (insert solicitation number), warrant and certify that all personnel that _____ (name of business) will provide on call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come into contact with public servants will be:

a. fully vaccinated against COVID-19;

b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or

c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.

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.

5.2.3 Additional Certifications Required with the Offer

5.2.3.1 Canadian Content Certification

SACC Manual clause [A3050T](#) (2020/07/01) Canadian Content Definition

Canadian Content Certification

1. The Offeror warrants that the certification of Canadian Content submitted by the Offeror is accurate and complete, and that the goods, services or both to be provided under any call-ups against the Standing Offer are in accordance with the definition contained in clause [A3050T](#).
2. The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Offeror must not, without obtaining before the written consent of the Standing Offer Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer, or until settlement of all outstanding claims and disputes under the Standing Offer, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Standing Offer.

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the service offered is a Canadian service, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the service offered being treated as a non-Canadian service.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

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.

Subsection 14, Code of Conduct – Standing Offer — is amended as follows

Delete: "14 (2017-06-21) Code of Conduct for Procurement—Standing Offer

The Offeror agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Standing Offer and of any resulting contracts

Insert: 2005 14 (2022-xx-xx) Code of Conduct for Procurement - Standing Offer

The Offeror agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

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 entitled Standing Offer Usage Reporting Form. 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 of the Standing Offer (RISO) from April 1, 2022 to March 31, 2025 with options to extend the standing offer by two (2) additional one (1) year periods.

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 2 one-year periods, 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 any time 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 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: Aaron Abela
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 10th Floor, 4900 Yonge Street
Toronto, Ontario, Canada. M2N 6A6

Telephone: 416-262-6212
E-mail address: aaron.abela@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: _____
Title: _____
Telephone: _____ - _____ - _____
E-mail: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence (DND), Regional Cadet Support Unit (Central), CFB Borden.

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 \$80,000.00 (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 2035 (2021-12-02), General Conditions - Services (Higher Complexity 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 _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

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.

6.13 SACC Manual Clauses

COVID-19 vaccination requirement certification compliance – Standing Offers

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Solicitation No. - N° de l'invitation

W6854-220258/B

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

W6854-220258

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-1-44113

Buyer ID - Id de l'acheteur

tor015

CCC No./N° CCC - FMS No./N° VME

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

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

[2035 \(2021-12-02\)](#) General Conditions – Higher Complexity - Services apply to and form part of the Contract.

Subsection 45, Code of Conduct – Contract — is amended as follows

Delete: “The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract”.

Insert: 2035 45 (2022-xx-xx) Code of Conduct for Procurement - Contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

6.2.1.1 Compliance with on-site measures, standing orders, policies, and rules 4013

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.2.1.2 Suspension of the Work 4014

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 29 “Default by the Contractor” or 30 “Termination for convenience” of general conditions 2035.

2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from date of Contract plus two (2) 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 a firm unit price(s) as specified in in Annex "B" - Appendix 1, 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 Multiple Payments

SACC *Manual* Clause H1000C (2008-05-12) Single Payments

6.4.4 Electronic Payment of Invoices – Call-up

[Note to Offerors: Canada will insert or delete text, as per the Offer (Annex D), at time of issuance]

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

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.

Invoices must be submitted on the Offeror's own invoice form and at a minimum include:

- (a) the call-up number;
- (b) the amount invoiced (exclusive of HST);
- (c) the amount of HST;
- (d) the date;
- (e) the name of the Project Authority;
- (f) the delivery destination;
- (g) the quantity and description(s) (Item #);
- (h) the Standing Offer Number as shown on page 1 of this Standing Offer;

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 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.

6.8 SACC Manual Clauses

SACC Manual clause A9062C (2011-05-16), Canadian Forces Site Regulations

6.9 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

Title: Asphalt & Concrete Crushing

1. Requirement

Real Properties Operations Detachment Borden (RPO Det. Borden) has a requirement for the provision of Asphalt & Concrete Crushing services on an "as and when" required basis. The offeror must provide all labour, equipment, materials (fuel, spare parts, etc.), tools and transportation required for the work. All asphalt & concrete for crushing will be provided by DND.

The Offeror must provide each of the following requirements:

- (1) Position the concrete/asphalt crusher in a location designated by the Project Authority (PA);
- (2) Position conveyor for material stockpile by PA;
- (3) Commence crushing based on hours of operation;
- (4) Maintain a safe site, clear of debris and clutter;
- (5) Make proper use of all personal protective equipment; and
- (6) Work site to be levelled and clean of all material upon completion of work

2. Concrete/Asphalt Crushing Equipment

2.1 The equipment provided by the offeror must meet each of the following requirements:

- (1) Be portable (mounted on wheels) with necessary power supply;
- (2) Be equipped with grapple or Offeror to supply and specify other means of loading material into the crushing plant;
- (3) Be equipped with government certified scales as per Ontario Provincial Standard Specification (OPSS) 102. Conveyor scales to be tested twice weekly as per OPSS;
- (4) Crushing units must meet Ministry of Labour standards for safety & have a valid Ministry of Environment (MOE) Certificate of Approval;
- (5) Be equipped with a magnetic device for removal of extraneous metal products, i.e. rebar;
- (6) Employ the use of mist sprayers and/or other dust suppressors during the crushing operation to prevent dust particles from migrating and becoming airborne.

2.2 Equipment Failure

Should equipment fail during the period of the work, the Offeror must be responsible for:

- a) Notifying the Project Authority of any delay it may cause; and
Providing a back-up solution, for the Project Authority's approval, within three (3) business days and at no additional cost to Canada

3. Material

The gradation of the final product of processed concrete and asphalt will conform to the Ontario Provincial Standard Specification (OPSS) 1010 "Material Specification for Aggregates A, B, M and Select Subgrade Material" Table 2 Granular 'A'.

The Contractor must stockpile the crushed material in an elongated conical shape. Every effort must be taken in the stockpiling methods to minimize segregation in the finished product. The maximum allowable percentage of bitumen coated particles in finished granular >A+ is 30%. The Contractor must utilize as much asphalt as possible without exceeding the OPSS limit for bitumen coated product.

Operations will be halted if the wind speed and direction create environmental hazards.

4. Work Location

Work will be performed at CFB Borden Landfill site, located at 6896 Ortona Road, Borden; approximately 23 Km West of Barrie. CFB Borden is located at County Route 90, 23 km west of Barrie, Ontario.

5. Access Site

Immediately upon receipt of a Standing Offer, the Offeror must provide the names of all personnel authorized to carry out the work.

On arrival at CFB Borden for the work, the Offeror or its personnel must report to the PA. The Offeror or its personnel must voluntarily consent to a search of his/her vehicle and its contents while on any part of CFB Borden and affiliated military establishments by the Base Commander or designated person.

6. Conditions of Work

Before commencement of any work, the Offeror must arrange a site visit and a mutually agreed upon start date with the PA, CFB Borden at Telephone #705-424-1200, Ext. 2906.

All work must be performed from 07:30 hrs. to 15:45 hrs. Monday through Friday. If for any valid reason other working hours may be necessary, arrangements shall be made with the PA, 2 working days prior to the commencement of work.

Confine operations, storage of materials and operation of workers to limits indicated by the PA and not unreasonably encumber the site. Materials and garbage containers to be located beyond 5 metres from any building.

7. Safety Standards

The Offeror must abide by the safety standards applicable to their business as required by the statutes/rules of the Province of Ontario and the Occupational Health and Safety Act.

8. Environmental Standards

The Offeror must have and maintain a valid & current copy of (a) and (b) throughout the Standing Offer period.

- (a) Mobile Ministry of Environment Conservation Parks (MECP) certificate
- (b) Environmental Compliance Approval (ECA)

9. The offeror must maintain a valid and current copy for each of the government recognized qualifications for First Aid held by the company throughout the standing offer period. The Offeror must have each of the following certifications:

- (c) Department of Transport, Operators certificates, or equivalent.
- (d) First Aid, and Workplace Hazardous Material Information System (WHMIS), or equivalent.

*Equivalent is defined as having an Ontario 306A Plumber's Certificate
OR a National "Red Seal" Certificate.

10. Damage to Existing Facilities

The Offeror must take all necessary precautions to protect and prevent damage to any structure and all surrounding property and installations. Damage caused by the Offeror must be made good by the Offeror without undue delay without any additional cost to Canada.

11. Temporary Structures

The Offeror must furnish and maintain all equipment, such as, temporary stairs, ramps, ladders, scaffolds, hoists, etc., as may be required for the proper execution of the work. Temporary Structures erected by the Contractor to remain the Offeror's property and must be removed from the site on completion of the work. DND elevating devices will not be available at CFB Borden for the offeror's use.

12. Salvage

The Offeror must not remove any salvageable material or equipment from the job site without the permission of the PA.

13. Storage of Fuel

The Offeror must comply with the Canadian Environmental Guidelines and Regulations for storage of fuel.

14. Clean-Up

The area used for the crushing operation and all other disturbed areas are to be levelled and have positive drainage. After removal of the Offeror's equipment, the Offeror must ensure that the job site is in a clean and tidy condition.

15. Standby Time

The Offeror will be solely and exclusively responsible to bear the cost for any standby time resulting from any delay of work of any kind including, but not limited to weather delays or equipment failure.

Appendix A-1 to ANNEX A

Site Pictures





Solicitation No. - N° de l'invitation
W6854-220258/B
Client Ref. No. - N° de réf. du client
W6854-220258

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-1-44113

Buyer ID - Id de l'acheteur
tor015
CCC No./N° CCC - FMS No./N° VME



ANNEX "B"

BASIS OF PAYMENT

Prices for the supply and delivery of the requirement in accordance with Annex A, must be firm, in Canadian Funds, with customs duties, excise taxes and delivery charges included. Harmonized Sales Tax is extra, if it is applicable.

Note to Offerors: All information in italics will be removed from the issued Standing Offer.

The estimated usages provided herein 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 one year and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods ordered.

Firm Prices per Metric Tonne of Material

All items provided must be in accordance with Annex A.

TABLE 1

		A	B	C
Item #	Description	<i>Estimated Usage in Metric Tonnes</i>	Firm Unit Price	<i>Extended Estimated Price C = (AxB)</i>
1.0 Firm Year 1: Standing Offer Year 1: April 1, 2022 to March 31, 2023				
1.1	Concrete	<i>4,000 metric tonnes</i>	\$_____ per metric tonne	\$_____
1.2	Asphalt	<i>8,000 metric tonnes</i>	\$_____ per metric tonne	\$_____
<i>Total Estimated Extended Category 1 Price (Sum of Extended Estimated Prices in Column C): \$_____</i>				

TABLE 2

		A	B	C
Item #	Description	<i>Estimated Usage in Metric Tonnes</i>	Firm Unit Price	<i>Extended Estimated Price C = (AxB)</i>
2.0 Firm Year 2: Standing Offer 1: April 1, 2023 to March 31, 2024				
2.1	Concrete	<i>4,000 metric tonnes</i>	\$_____ per metric tonne	\$_____
2.2	Asphalt	<i>8,000 metric tonnes</i>	\$_____ per metric tonne	\$_____
<i>Total Estimated Extended Category 1 Price (Sum of Extended Estimated Prices in Column C): \$_____</i>				

TABLE 3

		A	B	C
Item #	Description	Estimated Usage in Metric Tonnes	Firm Unit Price	Extended Estimated Price $C = (A \times B)$
3.0 Firm Year 3: Standing Offer Year 3: April 1, 2024 to March 31, 2025				
3.1	Concrete	4,000 metric tonnes	\$_____ per metric tonne	\$_____
3.2	Asphalt	8,000 metric tonnes	\$_____ per metric tonne	\$_____
Total Estimated Extended Category 1 Price (Sum of Extended Estimated Prices in Column C): \$_____				

TABLE 4

		A	B	C
Item #	Description	Estimated Usage in Metric Tonnes	Firm Unit Price	Extended Estimated Price $C = (A \times B)$
4.0 Option Year 1: Standing Offer Year 4: April 1, 2025 to March 31, 2026				
4.1	Concrete	4,000 metric tonnes	\$_____ per metric tonne	\$_____
4.2	Asphalt	8,000 metric tonnes	\$_____ per metric tonne	\$_____
Total Estimated Extended Category 1 Price (Sum of Extended Estimated Prices in Column C): \$_____				

TABLE 5

		A	B	C
Item #	Description	Estimated Usage in Metric Tonnes	Firm Unit Price	Extended Estimated Price $C = (A \times B)$
5.0 Option Year 2: Standing Offer Year 5: April 1, 2026 to March 31, 2027				
5.1	Concrete	4,000 metric tonnes	\$_____ per metric tonne	\$_____
5.2	Asphalt	8,000 metric tonnes	\$_____ per metric tonne	\$_____
Total Estimated Extended Category 1 Price (Sum of Extended Estimated Prices in Column C): \$_____				

**TOTAL EVALUATION PRICE - SUM OF THE TOTAL ESTIMATED EXTENDED PRICES FOR
TABLE 1 + TABLE 2 + TABLE 3 + TABLE 4 + TABLE 5:**
\$_____

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 CERTIFICATIONS

Board of Directors

In accordance with Section 1, Integrity Provisions – Bidder, 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 - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Procurement Business Number (PBN)

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