

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
Contenu

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

Title - Sujet Various Aggregate Materials	
Solicitation No. - N° de l'invitation W6854-220260/A	Date 2022-04-11
Client Reference No. - N° de référence du client W6854-22-0260	GETS Ref. No. - N° de réf. de SEAG PW-\$TOR-024-8218
File No. - N° de dossier TOR-2-45001 (024)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-04-29 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Brewster, Shannon	Buyer Id - Id de l'acheteur tor024
Telephone No. - N° de téléphone (647)273-1369 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: RPOU (Ontario) Borden CFB Borden Bldg P-154 16 Ramillies Rd Borden, Ontario, L0M 1C0	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)	
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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Solicitation No. - N° de l'invitation
W6854-220260/A
Client Ref. No. - N° de réf. du client
W6854-220260

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-2-45001

Buyer ID - Id de l'acheteur
tor024
CCC No./N° CCC - FMS No./N° VME

List of Annexes:

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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; includes the certifications 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:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 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, the Basis of Payment, the Electronic Payment Instruments and any other annexe.

1.2 Summary

- (a) This is a Request for Standing Offer (RFSO) for the provision of all materials, equipment and labour required for the supply and delivery (dump) of various aggregate materials, on an 'as and when' requested basis', on behalf of the Department of National Defence, Canadian Forces Base Borden, Real Property Operations Unit, Borden, Ontario, Canada.

Delivery will be to various sites across the Canadian Forces Base Borden and will be required within five (5) calendar days from receipt of a call-up.
- (b) It is intended to issue one Regional Individual Standing Offers (RISO). The period of the Standing Offer is from June 1st, 2022 to May 31st, 2023 with options to extend the standing offer by two (2) additional one (1) year periods.
- (c) This RFSO allows offerors to use the CPC 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

- (a) 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>) issued by Public Works and Government Services Canada.
- (b) 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).
- (c) 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 21, Code of Conduct for Procurement—bid of the Standard Instructions 2006 is amended as follows:

Delete: "21 (2016-04-04) Code of Conduct for Procurement—offer

The *Code of Conduct for Procurement* (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement*, may render the offer non-responsive."

Insert: "21 (2022-01-27) Code of Conduct for Procurement - offer

The *Code of Conduct for Procurement* (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement*, may render the offer non-responsive."

- (d) 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

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

PWGSC Ontario Region Bid Receiving Unit

Only offers submitted using Canada Post Corporation's (CPC) Connect service will be accepted. The Offeror must send an email requesting to open a CPC Connect conversation to the following address:

TPSGC.oreceptiondessoumissions-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 a CPC Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through a CPC Connect message if the Offeror is using its own licensing agreement for CPC Connect service.

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

- (b) 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

- (a) 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.
- (b) 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

- (a) 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.
- (b) 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

- (a) The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. Canada requests that the offer be gathered per section and separated as follows:
- Section I: Technical Offer
 - Section II: Financial Offer
 - Section III: Certifications
 - Section IV: Additional Information
- (b) Bids transmitted by facsimile or hardcopy will not be accepted. Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.
- (c) 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>). To assist Canada in reaching its objectives, Offerors should:
- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
 - 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

3.1.3 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.

3.1.4 Section II: Financial Offer

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

3.1.5 Electronic Payment of Invoices - Offer

- (a) 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.
- (b) 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.
- (c) Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.6 Exchange Rate Fluctuation

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

3.1.7 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.

4.2 Financial Evaluation

- (a) The Offeror must submit pricing in accordance with, Annex B – Basis of Payment, with their offer at bid closing. Pricing must be submitted for all line items.
- (b) The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- (c) The evaluated price will be the Total Evaluated Price which is the aggregated total of the Standing Offer Period – Year 1, Standing Offer Option Period 1 – Year 2, Standing Offer Option Period 2 – Year 3 (all applicable taxes extra) from Annex B – Basis of Payment. The price used in the evaluation will be the Total Evaluated Price which is calculated for as follows:

For each Year, each Category, the Estimated Usage of each line item will be multiplied by the Firm Unit Price to determine the Extended Estimated Price for that line item. The Extended Estimated Price for all line items will be totalled to determine the aggregate price for evaluation purposes.

4.3 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 associated 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 Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable, 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 *Ineligibility and Suspension Policy* (<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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

6.2 Security Requirement

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>) 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 of 2005, General Conditions – Standing Offers – Goods or Services is amended as follows:

Delete: "2005 14 (2016-04-04) Code of Conduct for Procurement – Standing Offer

The Offeror agrees to comply with the *Code of Conduct for Procurement* (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

Insert: "2005 14 (2022-01-27) Code of Conduct for Procurement – Standing Offer

The Contractor agrees to comply with the *Code of Conduct for Procurement* (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) and to be bound by its terms for the period of the Contract."

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: June 1 to August 31
- second quarter: September 1 to November 30
- third quarter: December 1 to February 28/29
- fourth quarter: March 1 to May 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 June 1, 2022 to May 31, 2023.

6.4.2 Extension of Standing Offer

The Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) 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 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: Shannon Brewster
Title: Supply Specialist
Organization: Public Services and Government Services Canada, Acquisitions Branch
Address: 4900 Yonge Street, 10th Floor, Toronto, ON M2N 6A6
Telephone: (647) 273-1369
E-mail address: shannon.brewster@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 *(to be filled out at award)*

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____ - _____ - _____
E-mail address: _____

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

6.5.3 Offeror's Representative *(to be completed by Offeror with bid)*

Name: _____
Organization: _____
Procurement Business Number: _____
Address: _____
Telephone: _____
E-mail address: _____

6.6 Identified Users

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

6.7 Call-up Instrument

6.7.1 The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs (ii) and (iii) below.

- (i) 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.
- (ii) 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
- (iii) 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, including contact personal;
 - 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

6.8.1 Individual call-ups against the Standing Offer must not exceed \$150,000.00 CAD (applicable taxes included).

6.8.2 Individual call-ups against the Standing Offer to be issued in excess of that limit must be authorized by the Standing Offer Authority before issuance.

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 (2021-12-02), General Conditions - Goods – (medium complexity);
- (e) Annex A, Requirement;
- (f) Annex B, Basis of Payment;
- (g) the Offeror's offer dated _____. *(to be inserted at time of issuance)*

6.10 Certifications and Additional Information

6.10.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

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)

- (a) 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.
- (b) 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.
- (c) 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 (2021-12-02), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

- (a) Subsection 31 of 2010A, General Conditions – Goods (Medium Complexity), is amended as follows:

Delete: “31 (2016-04-04) Code of Conduct for Procurement - contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Contract.”

Insert: “31 (2022-01-27) Code of Conduct for Procurement - contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) and to be bound by its terms for the period of the Contract.”

- (b) Subsection 32 of 2010A, General Conditions – Goods (Medium Complexity), is added as follows:

2010A 32 (2021-11-04) Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the [*Customs Tariff – Schedule*](#) (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [*Customs Tariff – Schedule*](#) as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US [*Trade Facilitation and Trade Enforcement Act*](#) (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the [*Criminal Code*](#) or the [*Immigration and Refugee Protection Act*](#):

Criminal Code

 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);

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- iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
Immigration and Refugee Protection Act
 - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
- i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

6.3 Term of Contract

6.3.1 Period of the Contract

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

6.3.2 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in the Call-Up document. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax are extra, if applicable.

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 Term of Payment

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

6.4.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): *(to be confirmed at Standing Offer Award)*

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

6.5 Invoicing Instructions

6.5.1 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.

6.5.2 Invoices must be distributed as follows:

(a) One (1) copy must be emailed to the following for certification and payment.

Name: (to be filled in only at contract award)

Email Address: (to be filled in only at contract award)

(b) One (1) copy must be emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.6 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

6.7 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations

B7500C (2006-06-16) Excess Goods

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

1. The Contractor must provide all materials, equipment and labour required to supply and deliver (dump) various aggregate materials, as detailed below, on an as and when requested basis for the Department of National Defence, Canadian Forces Base Borden, Real Property Operations Unit, Borden, Ontario, Canada.
2. Spreading is not required unless indicated in the call-up.
3. Delivery is to various sites at the Department of National Defence, Canadian Forces Base Borden. Specific delivery address/location to be provided on the call-up.

Item #	Material/Description
1	Limestone, Crushed Granular B Type 2
2	200-27640 Gravel, Concrete, Misc. Top Grade, Conforming To MTC Form 1002, 5/8
3	200-7890 Sand, Building, Sharp Brick, Conforming To MTC 1004
4	Gravel, Washed, 19MM (3/4")
5	Gravel, Washed, Single Sized, 50mm
6	200-4715 Limestone Chips, Crushed Screenings
7	200-07992 Quarry Limestone, Crushed, 16mm, Type A, Conforming To MTC Form 1010
8	Limestone, Crushed, Rip Rap, 150mm - 300mm (6" - 12")
9	Limestone, Crushed, Rip Rap, 100mm - 150mm (4" - 6")
10	200-7900 Limestone, Pure Crushed 5/8"
11	Pit Run Granular "A" (OPSS) 1010 Produced From a Natural Gravel Deposit
12	19mm Grade "A" Quarry Crushed Gravel. Conforming To MTC Form 1010
13	50MM (Or Less) Grade B, Type II Gravel Conforming To MTC Form 1010
14	Heavy Blue Clay For Landfill Operations With a Co-Efficient Of Hydraulic Conductivity (K) OF 10 NEG 7cm/sec or Better
15	Topsoil, Screened (Defined as: A mixture of particulates, Micro-organisms and organic matter, which provides a suitable medium for supporting intended plant growth. Friable, of neither heavy clay nor very light sandy nature. Consisting of 28 to 50% Sand, 7-25% Clay, 28-50% Silt and contain 5-10% Organic matter by weight. The topsoil must be free from sub-soils, roots, vegetation, debris, toxic materials and stones over 20mm)
16	50/50 Clay Sand Mix
17	Spreading (per metric tonne of material ordered)

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 and rows highlighted in grey will be removed from the resulting 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.

1. Standing Offer Period – Year 1: June 1, 2022 to May 31, 2023

Category 1: Firm Prices per Metric Tonne of Material

#	Description	A	B	C
		Estimated Usage (in Metric Tonnes)	Firm Unit Rate	Estimated Extended Price (AxB)
1	Limestone, Crushed Granular B Type 2	50	\$	\$
2	200-27640 Gravel, Concrete, Misc. Top Grade, Conforming To MTC Form 1002, 5/8 Stone	50	\$	\$
3	200-7890 Sand, Building, Sharp Brick, Conforming To MTC 1004	50	\$	\$
4	Gravel, Washed, 19MM (3/4")	1000	\$	\$
5	Gravel, Washed, Single Sized, 50mm	20	\$	\$
6	200-4715 Limestone Chips, Crushed Screenings	50	\$	\$
7	200-07992 Quarry Limestone, Crushed, 16mm, Type A, Conforming To MTC Form 1010	20	\$	\$
8	Limestone, Crushed, Rip Rap, 150mm - 300mm (6" - 12")	700	\$	\$
9	Limestone, Crushed, Rip Rap, 100mm - 150mm (4" - 6")	700	\$	\$
10	200-7900 Limestone, Pure Crushed 5/8"	20	\$	\$
11	Pit Run Granular "A" (OPSS) 1010 Produced From a Natural Gravel Deposit	1000	\$	\$
12	19mm Grade "A" Quarry Crushed Gravel. Conforming To MTC Form 1010	2000	\$	\$
13	50MM (Or Less) Grade B, Type II Gravel Conforming To MTC Form 1010	2000	\$	\$
14	Heavy Blue Clay For Landfill Operations With a Co-Efficient Of Hydraulic Conductivity (K) OF 10 NEG 7cm/sec or Better	2000	\$	\$
15	Topsoil, Screened (in accordance with Annex A)	400	\$	\$
16	50/50 Clay Sand Mix	500	\$	\$
17	Spreading (per metric tonne of material ordered)	800	\$	\$
Category 1 Total Extended Price:				\$

Category 2: Threshold Discounts on Miscellaneous Items

		A	B	C
#	Description	Estimated Usage	Percentage Discount	Extended Estimated Price (AxB)
1	All other items available and not listed in Pricing Basis A and not available through other Standing Offers will be supplied at prices as stated in the Manufacturer's current published retail price list less a discount	\$1,000.00	%	\$
Category 2 Total Extended Price:				\$
Total Extended Price Standing Offer Period – Year 1: (Category 1 + Category 2)				\$

2. Standing Offer Option Period 1 – Year 2: June 1, 2023 to May 31, 2024

Category 1: Firm Prices per Metric Tonne of Material

#	Description	A	B	C
		Estimated Usage (in Metric Tonnes)	Firm Unit Rate	Estimated Extended Price (AxB)
1	Limestone, Crushed Granular B Type 2	50	\$	\$
2	200-27640 Gravel, Concrete, Misc. Top Grade, Conforming To MTC Form 1002, 5/8 Stone	50	\$	\$
3	200-7890 Sand, Building, Sharp Brick, Conforming To MTC 1004	50	\$	\$
4	Gravel, Washed, 19MM (3/4")	1000	\$	\$
5	Gravel, Washed, Single Sized, 50mm	20	\$	\$
6	200-4715 Limestone Chips, Crushed Screenings	50	\$	\$
7	200-07992 Quarry Limestone, Crushed, 16mm, Type A, Conforming To MTC Form 1010	20	\$	\$
8	Limestone, Crushed, Rip Rap, 150mm - 300mm (6" - 12")	700	\$	\$
9	Limestone, Crushed, Rip Rap, 100mm - 150mm (4" - 6")	700	\$	\$
10	200-7900 Limestone, Pure Crushed 5/8"	20	\$	\$
11	Pit Run Granular "A" (OPSS) 1010 Produced From a Natural Gravel Deposit	1000	\$	\$
12	19mm Grade "A" Quarry Crushed Gravel. Conforming To MTC Form 1010	2000	\$	\$
13	50MM (Or Less) Grade B, Type II Gravel Conforming To MTC Form 1010	2000	\$	\$
14	Heavy Blue Clay For Landfill Operations With a Co-Efficient Of Hydraulic Conductivity (K) OF 10 NEG 7cm/sec or Better	2000	\$	\$
15	Topsoil, Screened (in accordance with Annex A)	400	\$	\$
16	50/50 Clay Sand Mix	500	\$	\$
17	Spreading (per metric tonne of material ordered)	800	\$	\$
Category 1 Total Extended Price:				\$

Category 2: Threshold Discounts on Miscellaneous Items

#	Description	A	B	C
		Estimated Usage	Percentage Discount	Extended Estimated Price (AxB)
1	All other items available and not listed in Pricing Basis A and not available through other Standing Offers will be supplied at prices as stated in the Manufacturer's current published retail price list less a discount	\$1,000.00	%	\$
Category 2 Total Extended Price:				\$
Total Extended Price Standing Offer Option Period 1 – Year 2: (Category 1 + Category 2)				\$

3. Standing Offer Option Period 2 – Year 3: June 1, 2024 to May 31, 2025

Category 1: Firm Prices per Metric Tonne of Material

#	Description	A	B	C
		Estimated Usage (in Metric Tonnes)	Firm Unit Rate	Estimated Extended Price (AxB)
1	Limestone, Crushed Granular B Type 2	50	\$	\$
2	200-27640 Gravel, Concrete, Misc. Top Grade, Conforming To MTC Form 1002, 5/8 Stone	50	\$	\$
3	200-7890 Sand, Building, Sharp Brick, Conforming To MTC 1004	50	\$	\$
4	Gravel, Washed, 19MM (3/4")	1000	\$	\$
5	Gravel, Washed, Single Sized, 50mm	20	\$	\$
6	200-4715 Limestone Chips, Crushed Screenings	50	\$	\$
7	200-07992 Quarry Limestone, Crushed, 16mm, Type A, Conforming To MTC Form 1010	20	\$	\$
8	Limestone, Crushed, Rip Rap, 150mm - 300mm (6" - 12")	700	\$	\$
9	Limestone, Crushed, Rip Rap, 100mm - 150mm (4" - 6")	700	\$	\$
10	200-7900 Limestone, Pure Crushed 5/8"	20	\$	\$
11	Pit Run Granular "A" (OPSS) 1010 Produced From a Natural Gravel Deposit	1000	\$	\$
12	19mm Grade "A" Quarry Crushed Gravel. Conforming To MTC Form 1010	2000	\$	\$
13	50MM (Or Less) Grade B, Type II Gravel Conforming To MTC Form 1010	2000	\$	\$
14	Heavy Blue Clay For Landfill Operations With a Co-Efficient Of Hydraulic Conductivity (K) OF 10 NEG 7cm/sec or Better	2000	\$	\$
15	Topsoil, Screened (in accordance with Annex A)	400	\$	\$
16	50/50 Clay Sand Mix	500	\$	\$
17	Spreading (per metric tonne of material ordered)	800	\$	\$
Category 1 Total Extended Price:				\$

Category 2: Threshold Discounts on Miscellaneous Items

#	Description	A	B	C
		Estimated Usage	Percentage Discount	Extended Estimated Price (AxB)
1	All other items available and not listed in Pricing Basis A and not available through other Standing Offers will be supplied at prices as stated in the Manufacturer's current published retail price list less a discount	\$1,000.00	%	\$
Category 2 Total Extended Price:				\$
Total Extended Price Standing Offer Option Period 2 – Year 3: (Category 1 + Category 2)				\$
Total Evaluated Price: (Standing Offer Period – Year 1 + Standing Offer Option Period 1 – Year 2 + Standing Offer Option Period 2 – Year 3)				\$

ANNEX C

STANDING OFFER USAGE REPORTING FORM

(The report must include the following information.)

The Offeror understands that it is their responsibility to implement a system for tracking all call-ups against this standing offer in order to provide usage reports.

Reports must be submitted to the Standing Offer Authority to: shannon.brewster@pwgsc.gc.ca a quarterly basis, no later than 15 calendar days after the reporting period. If not goods are called up during a given period, the Offeror must still provide a "NIL" report.

The reports must include the following:

Offeror's Name and Contact Info:			
Standing Offer Title:		Standing Offer No.:	
SO Period (start date and end date):			
Total Value to Date (\$):		Reporting Period:	
Call-up No.	Date of Call-up	Description of Work	Call-up Amount (\$)

Refer to Part 6A, article 6.3.2.

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

The FINAL REPORT is to provide a list showing items requisitioned that represent approximately the total value of all call-ups.

**ANNEX 'D' to PART 3 OF THE REQUEST FOR STANDING OFFERS
ELECTRONIC PAYMENT INSTRUMENTS**

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' to PART 5 OF THE REQUEST FOR STANDING OFFERS
ADDITIONAL CERTIFICATIONS

1. Board of Directors

In accordance with Part 5 - Certifications and Additional Information, Article 5.2.1, Integrity Provisions – Required Documentation, the required documentation which needs to be provided is a complete list of names of all individuals who are currently directors of the Offeror before contract award. Offeror's are requested to provide this information in their bid.

Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____

2. Procurement Business Number (PBN)

In accordance with Section 02, Procurement Business Number of the **2006** (2019-03-04) Standard Instructions – Request for Standing Offers - Goods or Services - Competitive Requirements, Suppliers are required to have a Procurement Business Number (PBN) before contract award. Offeror are requested to provide their PBN with their bid.

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.