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W8476-133958/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr705

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

File No. - N° du dossier

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W8476-133958

pr705W8476-133958

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PART 1 - GENERAL INFORMATION

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 Preparations 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, if applicable, and the basis of selection;

Part 5: Certifications: includes the certifications to be provided;

Part 6: Financial Requirements; 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 or conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and the Technical Offer Evaluation.

2. SUMMARY

This requirement is for Solar Shades for the fleet of Softwall Shelters of the Canadian Forces in two different configurations. The period of the standing offer is for 2 years with the option to extend for 3 one year periods. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. DEBRIEFINGS

After issuance of a standing offer, 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.

PART 2 - OFFEROR INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the Request for Standing Offer (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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).

2006 (2012/07/11) - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>)

for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) calendar days

2. SUBMISSION OF OFFERS

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

2.1 SACC Manual Clauses

A9130T 2011/05/16 Controlled Goods Program

M1004T 2011/05/16 Condition of Material

3. ENQUIRIES - REQUEST FOR STANDING OFFERS

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. APPLICABLE LAWS

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

5. OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the site where samples of the softwall shelters will be available to view. The site visit will be held at 10:00am on November 13, 2012 at:

25 DAFC Montreal DET Laval
185 Bellerose Ouest,
Laval, QC
H7L 6A1
At 10:00 am.

Bidders are requested to communicate with the Contracting Authority seven (7) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

6. TECHNICAL DATA

Offerors who order the standing offer documentation from MERX will automatically receive the technical data from the Department of National Defence. If offerors do not receive the technical data, they must contact the Standing Offer Authority.

7. SPECIFICATIONS AND STANDARDS

7.1 United States Military Specifications and Standards

The Offeror is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address:

<http://dodssp.daps.dla.mil/> .

7.2 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the offer solicitation is available and may be purchased from:

Canadian General Standards Board
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. OFFER PREPARATION INSTRUCTIONS

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copies)

Section III: Certifications (2 hard 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 their offer.

- (a) Use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) Use a numbering system that corresponds to that of the Request for Standing Offers.

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 <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html> . To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.
- 3) Green Initiatives (for PWGSC information only)
Offerors are requested to provide details of their policies and practices in relation to the following initiatives:
 - environmentally responsible manufacturing;
 - environmentally responsible waste disposal;
 - waste reduction;
 - packaging;
 - re-use strategies;
 - recycling.

Section I: Technical Offer

In their technical offer and in accordance with Annex D, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (Annex A).

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 TECHNICAL EVALUATION

1.1.1 Mandatory Technical Criteria

Offers not meeting each mandatory requirement identified in Annex D will be considered non-compliant and given no further consideration.

1.2 FINANCIAL EVALUATION

1.2.1 Mandatory Financial Criteria

- i. The Offeror must submit firm unit prices in Canadian dollars, GST/HST extra, DDP (Montreal, Quebec) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- ii. The Offeror must submit firm unit pricing for all items and all destinations. The Offeror is requested to quote firm unit pricing at no more than two decimal points.

1.2.2 SACC MANUAL CLAUSE

C3011T 2010/01/11 Exchange Rate Fluctuation

2. BASIS OF SELECTION

An offer must comply with all requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive offer with the lowest responsive aggregate price will be recommended for the issuance of a standing offer (1 standing offer only). Evaluation will be established using the estimated quantities for all items, including all destinations.

PART 5. CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. CERTIFICATIONS PRECEDENT TO ISSUANCE OF STANDING OFFER

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

comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

1.1 Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, <http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e> to the Labour Branch of HRSDC.

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the following HRSDC Website:

<http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>

1.2 CODE OF CONDUCT CERTIFICATIONS

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

PART 6 - FINANCIAL REQUIREMENT

1. FINANCIAL CAPABILITY

SACC Manual Clause M9033T (2011/05/16) Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. OFFER

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A" dated July 10, 2012 and Appendix I and II.

2. 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012/07/16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases ordered, including purchases paid for by a Government of Canada Acquisition Card. The data must be aggregated and submitted on a quarterly basis to the Public Works and Government Services Canada (PWGSC) Standing Offer Follow-up. The reported data must include the data shown at Annex "C."

Quarterly periods are defined as follows:

- 1st quarter: April 1, to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The reporting cut-off date for each quarter is the last Friday of the third calendar month of the quarter. Goods, services or both provided in the period after that day must be included in the next quarter's report.

Electronic reports must be completed and forwarded to the PWGSC Standing Offer Authority no later than 15 calendar days after the end of the quarterly period.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Failure to provide fully completed quarterly reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

3. TERM OF STANDING OFFER

3.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance and ends 24 months later.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for 3 additional one year periods, under the same conditions and at the rates or prices 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 60 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. AUTHORITIES

4.1 Standing Offer Authority

The Standing Offer Authority for the Standing Offer is:

Laura Williams

Public Works and Government Services Canada

Acquisitions Branch

Commercial and Consumer Products Directorate (CCPD)

Clothing & Textiles Division

Place du Portage, Phase III, 6A2

11 Laurier Street

Gatineau, Quebec K1A 0S5

Telephone : 819-956-1349

Facsimile: 819-956-5454

E-mail address: laura.williams@tpsgc-pwgsc.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.

4.2 Technical Authority

The Technical Authority for the Standing Offer is:

(to be advised at issuance of Standing Offer)

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Standing Offer Revision issued by the Standing Offer Authority.

4.3 Procurement Authority

The Procurement Authority for the Standing Offer is:

(to be advised at issuance of Standing Offer)

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Standing Offer. The Contractor may discuss administrative matters identified in the Standing Offer with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a Standing Offer Revision issued by the Standing Offer Authority.

4.4 Offeror's Representative

The person responsible for:

General enquiries

Name: _____
 Telephone Number: _____
 Facsimile Number: _____
 E-mail address: _____

Delivery follow-up

Name: _____
 Telephone Number: _____
 Facsimile Number: _____
 E-mail address: _____

5. SUBCONTRACTOR(S)

The following subcontractor(s) will be utilized in the performance of the Standing Offer.

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

6. IDENTIFIED USERS

The Identified User authorized to make call-ups against the Standing Offer is: DLP 3 Personnel

7. CALL-UP PROCEDURES

Authorized users will use firm unit prices per Solar Shade to determine the cost of the call-up and include GST or HST and contact the Offeror to determine delivery times and then complete and sign the call-up document before sending it to the Offeror.

8. CALL-UP INSTRUMENT

The Work will be authorized or confirmed by the Identified Users using form PWGSC-TPSGC 942, "Call-up Against a Standing Offer".

9. LIMITATION OF CALL-UPS

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

10. FINANCIAL LIMITATION

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$ to be advised (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 6 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

11. 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 (2012/07/16), General Conditions - Standing Offers - Goods or Services;
- d. the general conditions 2010A (2012/07/16), General Conditions - Goods (Medium Complexity)
- e Annex "A" - Statement of Work and Appendix I and II;
- f. Annex "B" - Basis of Payment;
- g. Annex "D" - Technical Bid Evaluation;
- h. the Offeror's offer dated _____ .

12. CERTIFICATIONS**12.1 Compliance**

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or 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.

13. 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.

14. PLANT CLOSING

The Offeror's plant closing for Christmas and Summer holidays are as follows. During this time there will be no shipments.

2012

Christmas Holiday FROM _____ TO _____

2013

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

2014

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

2015

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

2016

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

15. PLANT LOCATION

Items will be manufactured at: _____

16. SPECIFICATIONS AND STANDARDS**16.1 United States Military Specifications and Standards**

The Offeror is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address:

<http://dodssp.daps.dla.mil/>.

16.2 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the Standing Offer is available and may be purchased from:

Canadian General Standards Board

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5740

E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

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.

1. REQUIREMENT

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

2. STANDARD CLAUSES AND CONDITIONS

2.1 General Conditions

2010A (2012/07/16) - General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

3. TERM OF CONTRACT

3.1 Delivery Date

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

4. PAYMENT

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B of Standing Offer W8476-133958/001/PR. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is 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.

4.2 SACC Manual Clauses

H1001C 2008-05-12	Multiple Payments
C2000C 2007-11-30	Taxes - Foreign-based Contractor
C2611C 2007-11-30	Customs Duties - Contractor Importer
C2605C 2008-05-12	Canadian Customs Duties and Sales Tax - Foreign-based Contractor

5. INVOICING INSTRUCTIONS

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment :
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attn: As per individual call-up
- (b) One (1) copy must be forwarded to the person responsible for Standing Offer Follow-up identified under the section entitled "Authorities" of the Contract.
- (c) One (1) copy must be forwarded to the consignee.

6. SACC MANUAL CLAUSES

A9006C 2008-05-12 Defence Contract
 A9131C 2011-05-16 Controlled Goods Program
 A1009C 2008-05-12 Work Site Access
 B4060C 2011-05-16 Controlled Goods
 B7500C 2006-06-16 Excess Goods
 B1505C 2006-06-16 Shipment of Hazardous Materials
 B4043C 2008-05-12 Military Nomenclature
 C2800C 2011-05-16 Priority Rating
 C2801C 2011-05-16 Priority Rating - Canadian-based Contractors
 D2025C 2008-12-12 Wood Packaging Materials
 D5510C 2011-05-16 Quality Assurance Authority (DND) - Canadian-based Contractor
 D5515C 2010-01-11 Quality Assurance Authority (DND) - Foreign-based and United States Contractor
 D5540C 2010-08-16 ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q) Item 1
 D5545C 2010-08-16 ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) Item 2 and 3
 D5604C 2008-12-12 Release Documents (DND) - Foreign-based Contractor
 D5605C 2010-01-11 Release Documents (DND) - United States-based Contractor
 D5606C 2007-11-30 Release Documents (DND) - Canadian-based Contractor
 D6010C 2007-11-30 Palletization
 D3015C 2007-11-30 Dangerous Goods/Hazardous Products
 D3010C 2012-07-16 Dangerous Goods/Hazardous Products

7. PROCEDURES FOR DESIGN CHANGE/DEVIATIONS

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete Part 1 of the Design Change/Deviation form DND 672 and forward one (1) copy to the Technical Authority and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

8. RELEASE DOCUMENTS - DISTRIBUTION

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) **Copy 1:** mail to consignee marked: "Attention: Receipts Officer";
- (b) **Copies 2 and 3:** with shipment (in a waterproof envelope) to the consignee;
- (c) **Copy 4:** to the Contracting Authority;
- (d) **Copy 5:** to:

National Defence Headquarters
 Mgen George R. Pearkes Building
 101 Colonel By Drive
 Ottawa, ON K1A 0K2
 Attention: DLP _____
- (e) **Copy 6:** to the Quality Assurance Representative;
- (f) **Copy 7:** to the Contractor;

(g) **Copy 8:** all non-Canadian contractors to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

9 MATERIALS: CONTRACTOR TOTAL SUPPLY

The Contractor will be responsible for obtaining all materials required in the manufacture of the items specified. The delivery stated for the items allows the necessary time to obtain such materials.

10. DELIVERY

10.1 Delivery - Appointments

The Contractor must make deliveries to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

25 CF Supply Depot Montreal
Montreal, Qué.
514-252-2777, ext. 2363

10.2 Preparation for Delivery

Preparation for delivery must be in accordance with the latest issue of the Canadian Forces packaging specification D-LM-008-036/SF-000.

10.3 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the call-up document and delivered:

- (b) DDP Delivered Duty Paid (DDP) (Montreal, Quebec) Incoterms 2000 for shipments from a commercial contractor.

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ANNEX A STATEMENT OF WORK

**Statement of Work for Softwall Shelter Solar Shades
is provided electronically to all Offerors requesting a Request for Standing Offer**

ANNEX "B"

BASIS OF PAYMENT

INITIAL CALL UP

The initial call-up can only occur once during the period of the Standing Offer.

Item	Description (Quantity)	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
1	First Article Solar Shade for 16' x 32' Shelter (1)	Each	\$ _____
	First Article Solar Shade for 20' x 24' Shelter (1)		\$ _____
	Operation and Maintenance Manual (para 3.5.1.2) (2)		\$ _____
	Setup Checklist (para 3.5.1.3) (2)		\$ _____
	Engineering Drawings and Associated Lists (para 3.5.2) (2)		\$ _____
	Training Plan (para 3.5.3.1) (1)		\$ _____
	Training Course (para 3.5.3.2) (1)		\$ _____
	Supplementary Provisioning Technical Documentation (para 3.5.4.3) (2)		\$ _____
	First Article Test Plan (para 3.7.2) (1)		\$ _____
	First Article Test Report (para 3.7.4) (1)		\$ _____

INDIVIDUAL CALL-UP

Item	Description	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
2	Solar Shade for 16'x32' shelter Includes: Approved Operation and Maintenance Manual Approved Setup Checklist	Each	\$ _____
3	Solar Shade for 20'x24' shelter Includes: Approved Operation and Maintenance Manual Approved Setup Checklist	Each	\$ _____

EXTENSION 1

Item	Description	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
4	Solar Shade for 16'x32' shelter Includes: Approved Operation and Maintenance Manual Approved Setup Checklist	Each	\$ _____
5	Solar Shade for 20'x24' shelter Includes: Approved Operation and Maintenance Manual Approved Setup Checklist	Each	\$ _____

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EXTENSION 2

Item	Description	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
6	Solar Shade for 16'x32' shelter Includes: Approved Operation and Maintenance Manual Approved Setup Checklist	Each	\$ _____
7	Solar Shade for 20'x24' shelter Includes: Approved Operation and Maintenance Manual Approved Setup Checklist	Each	\$ _____

EXTENSION 3

Item	Description	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
8	Solar Shade for 16'x32' shelter Includes: Approved Operation and Maintenance Manual Approved Setup Checklist	Each	\$ _____
9	Solar Shade for 20'x24' shelter Includes: Approved Operation and Maintenance Manual Approved Setup Checklist	Each	\$ _____

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**ANNEX “C”
QUARTERLY REPORT TEMPLATE**

Standing Offer Number: _____

Reporting Period (start date to end date): _____

Date	Call-up #	Description of Item	Quantity	Total Billing
TOTAL				\$

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

Prepared by:

Name: _____

Date: _____

Telephone no.: _____

**TECHNICAL OFFER EVALUATION PLAN
FOR THE SOFTWALL SHELTER SOLAR SHADES**

1.0 INTRODUCTION

1.1 Scope of Evaluation Plan

This document outlines a plan for offer evaluation. It identifies the technical criteria to be evaluated. Evaluation will be based on mandatory criteria.

1.2 General Form of Offers

Offers shall address in clearly organized, printed (i.e., not handwritten) narrative form all subjects identified in this evaluation plan. Responses consisting of simple statements of compliance without clear and full supporting detail could prevent proper assessment and result in proposal being rejected from further consideration.

Offers also shall include the most recent brochure(s) that provide information on the equipment of similar nature & complexity to the Solar Shades offered by the Offeror.

1.3 General Form of Evaluation

Offers will be evaluated on the basis of meeting the mandatory criteria in accordance with the procedures outlined below.

Offers not satisfying all mandatory criteria will be given no further consideration.

2.0 MANDATORY CRITERIA

Responses to the mandatory requirements set forth in this section will be evaluated on a simple, stringent pass/fail basis. Offers not meeting each and every one of the mandatory requirements identified in the tables below will be considered non-compliant and given no further consideration.

Item	Criteria & Criteria Description	Mandatory Criteria Evaluation
1.	Corporate Experience The successful Offeror shall have the capacity to undertake the type of work contained in the applicable Statement of Work (SOW) and its appendices.	The Offeror shall: a) Provide an overview of the company. b) Demonstrate a minimum of five (5) years of company experience in performing

Item	Criteria & Criteria Description	Mandatory Criteria Evaluation
		similar work, which includes work related functions required to perform the work as detailed in the SOW. These functions must include, at a minimum, descriptions of design, engineering, manufacturing, and in-service support capabilities.
2.	<p>Production Plan</p> <p>The successful Offeror shall have the production capacity to complete the requirement.</p>	<p>The Offeror shall:</p> <p>a) Provide a draft production plan that identifies production work phases and milestones for the Solar Shades all include any potential delays (i.e. Lost time due to the use of sub-contractor facilities, plant closures, etc.).</p>
3.	<p>Quality Plan</p> <p>Quality control is an element in the completion of the requirement and the contractor shall demonstrate how and where they will apply quality control.</p>	<p>The Offeror shall:</p> <p>a) Provide the company's, and subcontractor's (if applicable) quality assurance procedures including their quality assurance (QA) and quality control (QC) plans.</p>
4.	System Requirements	The Offerors are to initial each check-off box in the table below to indicate their agreement to comply in any resulting Standing Offer with the related requirement.

SOW Paragraph	Descriptive Title of Requirement	Bidder Initials
3.1	General	
3.2.1	Solar Shade Material Characteristics	
3.3	Construction	
3.4.1	Identification Marking	
3.4.2	Regulations and Certifications	
3.4.3	Instruments, Decal, and Data Plates	
3.5.1	Publications and Technical Data	
3.5.1.2	Operation and Maintenance Manual	
3.5.1.3	Set-up Check List	

3.5.2	Engineering Drawings and Associated Lists	
3.5.3.1	Training Plan	
3.5.3.2	Training Course	
3.5.4.2	Initial Provisioning Guidance Conference (IPGC)	
3.5.4.3	Supplementary Provisioning Technical Documentation (SPTD)	
3.5.4.4	Materiel Change Notice (MCN)	
3.5.4.5	Acceptance of IP documentation	
3.6.1	Project Manager	
3.6.2	Project Start-up Meeting and Progress Status Meetings	
3.7	First Article	
3.7.2	First Article Test Plan	
3.7.3	First Article Test (FAT)	
3.7.4	First Article Test Report	
3.7.5	Finalization of the first article	
3.7.6	Delivery of Test Article	