

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

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

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

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**

Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> NISO - LSVM & HLWV	
<b>Solicitation No. - N° de l'invitation</b> W8486-123490/A	<b>Date</b> 2012-05-11
<b>Client Reference No. - N° de référence du client</b> W8486-123490	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HS-634-60455
<b>File No. - N° de dossier</b> hs634.W8486-123490	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-06-26</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Paquin, Benoit	<b>Buyer Id - Id de l'acheteur</b> hs634
<b>Telephone No. - N° de téléphone</b> (819)956-3966 ( )	<b>FAX No. - N° de FAX</b> (819)956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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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 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, if applicable, and the basis of selection;
- Part 5            Certifications: 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 Item description and Pricing.

### 2. Summary

This requirement is to establish a National Individual Standing Offer (NISO) for the purchase of heater kits for the Light Support Vehicular Wheeled (LSVW) and Heavy Logistic Vehicular Wheeled (HLVW) in accordance with Annex A - Item Description and Pricing.

This requirement is for an initial period of two (2) years from the effective date of the Standing Offer, with an option to extend the offer by one (1) additional period of one (1) year.

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This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Columbia Free Trade Agreement, Canada-Peru Free Trade Agreement 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.

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## PART 2 - OFFEROR INSTRUCTIONS

### 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* (<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).

The 2006 (2012-03-02) 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: sixty (60) days

Insert: ninety (90) 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.

### 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.

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#### **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.

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## 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 (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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.

#### 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.

#### 1. Equivalent Products

1. Products that are equivalent in form, fit, function, quality and performance to the item(s) specified in the offer will be considered where the offeror:

- 
- (a) designates the brand name, model and/or part number of the substitute product;
  - (b) states that the substitute product is fully interchangeable with the item specified;
  - (c) provides complete specifications and descriptive literature for each substitute product;
  - (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the Request for Standing Offer; and
  - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2. Products offered as equivalent in form, fit, function, quality and performance will not be considered if:

- (a) the offer fails to provide all the information requested to allow the Standing offer authority to fully evaluate the equivalency of each substitute product; or
- (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the offer for that item.

3. In conducting its evaluation of the offers, Canada may, but will have no obligation to, request offerors offering an substitute product to demonstrate, at the sole cost of offerors, that the substitute product is equivalent to the item specified in the request for standing offer.

## 2. Samples

### 2.1 Substitute Product and Replacement Part Number from OEM - Samples

If the Offeror offers a substitute product or a replacement part number from the OEM, Canada reserves the right to request a sample from the Offeror in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the request for standing offer.

The Offeror must, upon request from the Standing offer authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within **fourteen (14)** calendar days from the date of request. The sample submitted by the Offeror will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the request for standing offer or the Offeror fails to comply with the request of the Standing offer authority, the offer will be declared non-responsive.

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## **Section II: Financial Offer**

### **1. Pricing**

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Part 7B and Annex A - Item Description and Pricing.

Bidders must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

### **2. SACC Manual Clauses**

#### **2.1 Exchange Rate Fluctuation**

1. Unless otherwise specified in the request for standing offer, offers must be in Canadian currency.

2. Offerors may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of offering.

3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.

4. The foreign value of the foreign currency component of the offer or negotiated price must be provided before contract award. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.

5. All offers are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of offer closing, or such other date as may be specified in the request for standing offer, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Standing offer authority.)

6. Rates proposed by offerors will not be accepted for the purposes of this exchange rate adjustment provision.

7. If there are two (2) identical offers, and provided that the offer selected would still be considered the most advantageous to Canada, preference will be given to the Offeror who assumes all or part of the exchange rate adjustment risk over a offeror who does not assume any of this risk. Furthermore, preference will be given to the Offeror who assumes all of the exchange rate adjustment risk over a offeror who assumes only part of this risk.

8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3015C, C3020C, C3025C, or C3030C.

### Section III: Certifications and Additional information

#### 1. Certification

Offerors must submit the certifications required under Part 5.

#### 2. Additional Information

Canada requests that Offerors submit the following information:

##### 2.1 Delivery

While delivery is requested within **sixty (60) calendar days** after receipt of a call-up against a Standing Offer, the best delivery that could be offered is as follows:

Item 001 within \_\_\_\_\_ **calendar days** from the receipt of a call-up against a Standing Offer.

Item 002 within \_\_\_\_\_ **calendar days** from the receipt of a call-up against a Standing Offer.

Item 003 within \_\_\_\_\_ **calendar days** from the receipt of a call-up against a Standing Offer.

Item 004 within \_\_\_\_\_ **calendar days** from the receipt of a call-up against a Standing Offer.

##### 2.2 Offerors Representatives

Canada requests that Offerors provide information for the contact person responsible for:

#### General enquiries

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

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**Delivery follow-up**

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

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## **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 Evaluation Criteria**

###### **1.1.1.1 Mandatory Technical Evaluation Criteria - Part Number and NCAGE**

Offerors must indicate the Part Number and the NCAGE offered in Annex A - Item Description and Pricing.

###### **1.1.1.2 Mandatory Technical Evaluation Criteria - Substitute Products**

Offerors proposing a substitute product must meet the following criteria:

In order to be considered for the evaluation of a substitute product, Offerors must provide all required technical information (as detailed in Part 3, Section I, of this RFP) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these substitute products.

###### **1.1.1.3 Mandatory Technical Evaluation Criteria - Replaced Part Numbers from the OEM specified in Annex A.**

Offerors proposing a replaced part number must meet the following criteria:

In order to be considered for the acceptance of a replaced part number (superseded or obsolete), Offerors must provide:

- a. proof by submitting a copy of a Certificate of Conformity from the Original Equipment Manufacturer (OEM) providing justification/explanation that the replaced part numbers are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or
- b. all required technical information (as detailed in Part 3, Section I, of this RFP) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

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## **1.2 Financial Evaluation**

### **1.2.1 Mandatory Financial Evaluation Criteria**

The price of the offer will be evaluated in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.

Offerors must submit an offer for all items.

## **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated aggregate price for all items, all price range and all years, including the extended period, will be recommended for issuance of a standing offer.

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## 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 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 a 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 and 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 requirement within that time period will render the offer non-responsive.

#### 1.1 Federal Contractors Program - Certification - \$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

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(819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, 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 offer on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) ( ) is subject to the 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 HRSDC Web site.

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## **PART 6 -FINANCIAL REQUIREMENTS**

### **1. Financial Capability**

SACC Manual clause M9033T (2011-05-16) Financial Capability

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A - Item Description and Pricing.

#### 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 (2012-03-02) 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 also include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted electronically on a quarterly basis to the Standing Offer Authority and the Procurement Authority.

The Quarterly reporting 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.

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The reporting requirements includes, but is not limited to, the following information:

- a. Standing Offer Number;
- b. Standing Offer Title and Description;
- c. Reporting Period (Quarter and Per Fiscal Year);
- d. Total Number of Orders and associated value (GST/HST included) for the Reporting Period (Quarter);
- e. Total Number of Orders and associated value (GST/HST included) (Per Fiscal Year);
- f. Total Number of Orders and associated value (GST/HST included) (For the duration of the Standing Offer)

The data must be submitted to the Standing Offer Authority no later than **fifteen (15) calendar days** after the end of the reporting period.

### 2.3 Standing Offers - Final Report

On completion or termination of the National Individual Standing Offer (NISO), the offeror must produce a detailed final report with all cumulative data of the call-ups. Data must also include all purchases paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically to the Standing Offer Authority, no later than **thirty (30) calendar days** after the end of the completion or the set-aside of the Standing Offer.

## 3. Term of Standing Offer

### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the effective date of the Standing Offer to **To be inserted by PWGSC.**

### 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 one (1) additional period of one (1) year, 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 sixty (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

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The Standing Offer Authority is:

Benoit Paquin  
Supply officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
"HS" Division  
Place du Portage, Phase III, 7B1  
11 Laurier Street  
Gatineau, QC K1A 0S5  
Telephone : 819-956-3966  
Facsimile: 819-956-5227  
E-mail address: benoit.paquin@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.

#### **4.2 Procurement Authority**

The Procurement Authority is:

**To be inserted by PWGSC**

National Defence Headquarters  
Mgen George R. Parkes Building  
101 Colonel By Drive  
Ottawa ON K1A 0K2  
Attention: DLP  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Procurement 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.

#### **4.3 Technical Authority**

The Technical Authority for the Standing Offer is:

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs634

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

W8486-123490

File No. - N° du dossier

hs634W8486-123490

CCC No./N° CCC - FMS No/ N° VME

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**To be inserted by PWGSC**

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Technical 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.

**4.4 Offeror's Representative**

**General enquiries**

Name: **to be inserted by PWGSC**  
Telephone No. : \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**Delivery follow-up**

Name: **to be inserted by PWGSC**  
Telephone No. : \_\_\_\_\_  
Facsimile No. : \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**5. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is : DLP 10 or its delegated representative.

**6. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.

**7. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed **\$50,000.00** (Goods and Services Tax or Harmonized Sales Tax included). All individual call-ups against the Standing Offer

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exceeding **\$50,000.00** (Goods and Services Tax or Harmonized Sales Tax included) will be forwarded to PWGSC for authorization.

## 8. 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 Annex A - Item description and Pricing;
- d) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- e) the general conditions 2010A (2012-03-02); General Conditions - Medium Complexity - Goods;
- f) the Offeror's offer dated (**to be inserted by PWGSC**), " or ", as amended (**to be inserted by PWGSC**).

## 9. Certifications

### 9.1 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.

## 10. 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

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## 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 (2012-03-02), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### 3. Term of Contract

#### 3.1 Delivery Date

The Contractor must make the delivery as follow.

Item 001 within **To be inserted by PWGSC calendar days** from the receipt of a call-up against a Standing Offer.

Item 002 within **To be inserted by PWGSC calendar days** from the receipt of a call-up against a Standing Offer.

Item 003 within **To be inserted by PWGSC calendar days** from the receipt of a call-up against a Standing Offer.

Item 004 within **To be inserted by PWGSC calendar days** from the receipt of a call-up against a 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 prices , for the initial and extended periods, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra, in accordance with Annex A - Item Description and Pricing.

#### 4.2 Limitation of Price

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.

#### 4.3 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30
H1001C	Multiple Payments	2008-05-12

#### 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 on the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the consignee for certification and payment;

(b) One (1) copy must be forwarded to the following address:

Department of National Defence  
 National Defence Headquarters  
 Mgen. George R. Pearkes Building  
 101 Colonel By Drive  
 Ottawa, Ontario K1A 0K2  
 Attention: **to be inserted by PWGSC**

#### 6. SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	12/05/08
B7500C	Excess Goods	16/06/06
C2800C	Priority Rating	16/05/11
C2801C	Priority Rating - Canadian-based Contractors	16/05/11
D2000C	Marking	30/11/07
D2001C	Labelling	30/11/07
D2025C	Wood Packaging Materials	12/12/08
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	16/08/10
D6010C	Palletization	30/11/07
D9002C	Incomplete Assemblies	30/11/07
G1005C	Insurance	12/05/08

## 7. Certifications

Compliance with the certifications provided by the Contractor in its offer is a condition of the Contract and subject to verification by Canada during the term of the contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its offer is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 8. Preparation for Delivery

The Contractor must prepare the item for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package the item in quantities of one (1) per package.

## 9. Shipping Instructions - Delivery and Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

2. The Contractor must deliver the goods 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.

- (a) 7 CF Supply Depot Lancaster Park  
Edmonton, Alta  
Telephone: 780-973-4011, ext. 4524
- (b) 25 CF Supply Depot Montreal  
Montreal, Qué.  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282

**ANNEX "A"****ITEM DESCRIPTION AND PRICING****1.1 Definition**

Initial period of year 1 is from the effective date of the Standing Offer to **To be inserted by PWGSC.**

The initial period of year 2 is from **To be inserted by PWGSC** to **To be inserted by PWGSC.**

The extended period of year 1 is from **To be inserted by PWGSC** to **To be inserted by PWGSC.**

**1.2 Description of Item 001 and Item 002**

GSIN:N2990, NSN:2990200007028, PARTS KIT,HEATER,COOLANT,ENGINE

Part No.: 501-0170-1017, NSCM/CAGE: 38453

End item identification: Light Support Vehicular Wheeled (LSVW)

**1.2.1**

Part no. Offered:\_\_\_\_\_.

NSCM/CAGE Offered:\_\_\_\_\_.

**1.2.2 Pricing of Item 001 (Delivery to 7 CF Supply Depot Lancaster Park, Edmonton)**

	Quantity: from 5 to 24	Quantity: from 25 to 49	Quantity: from 50 to 74	Quantity: 75 and above
Initial period year 1	\$ /each	\$ /each	\$ /each	\$ /each
Initial period year 2	\$ /each	\$ /each	\$ /each	\$ /each
Extended period year 1	\$ /each	\$ /each	\$ /each	\$ /each

**1.2.3 Pricing of Item 002 (Delivery to 25 CF Supply Depot Montreal)**

	Quantity: from 5 to 24	Quantity: from 25 to 49	Quantity: from 50 to 74	Quantity: 75 and above
Initial period year 1	\$ /each	\$ /each	\$ /each	\$ /each
Initial period year 2	\$ /each	\$ /each	\$ /each	\$ /each
Extended period year 1	\$ /each	\$ /each	\$ /each	\$ /each

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Buyer ID - Id de l'acheteur

hs634

CCC No./N° CCC - FMS No/ N° VME

**1.3 Description of Item 003 and Item 004**

GSIN:N2540, NSN:2540200020022, PARTS KIT, VEHICULAR COMPARTMENT HEATER

Part No.: 97-1978-235, NSCM/CAGE: 38453

End item identification: Heavy Logistic Vehicle Wheeled (HLVW)

**1.3.1**

Part no. Offered: \_\_\_\_\_,

NSCM/CAGE Offered: \_\_\_\_\_.

**1.3.2 Pricing of Item 003 (Delivery to 7 CF Supply Depot Lancaster Park, Edmonton)**

	Quantity: from 5 to 24	Quantity: from 25 to 49	Quantity: from 50 to 74	Quantity: 75 and above
Initial period year 1	\$ /each	\$ /each	\$ /each	\$ /each
Initial period year 2	\$ /each	\$ /each	\$ /each	\$ /each
Extended period year 1	\$ /each	\$ /each	\$ /each	\$ /each

**1.3.3 Pricing of Item 004 (Delivery to 25 CF Supply Depot Montreal)**

	Quantity: from 5 to 24	Quantity: from 25 to 49	Quantity: from 50 to 74	Quantity: 75 and above
Initial period year 1	\$ /each	\$ /each	\$ /each	\$ /each
Initial period year 2	\$ /each	\$ /each	\$ /each	\$ /each
Extended period year 1	\$ /each	\$ /each	\$ /each	\$ /each