

**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 &amp; Machinery Products Division

11 Laurier St./11, rue Laurier

7B1, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> PALLET,MATERIAL HANDLING	
<b>Solicitation No. - N° de l'invitation</b> W8486-122438/A	<b>Date</b> 2012-12-03
<b>Client Reference No. - N° de référence du client</b> W8486-122438	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HS-616-61675
<b>File No. - N° de dossier</b> hs616.W8486-122438	<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 2013-01-18</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Robertson, Kim	<b>Buyer Id - Id de l'acheteur</b> hs616
<b>Telephone No. - N° de téléphone</b> (819)956-3876 ( )	<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> DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	
<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>	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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 (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, and the basis of selection; |
| Part 5 | Certifications:   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | Standing Offer and 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 include: ANNEX A - PRICING AND DESCRIPTION

### **2. Requirement**

This requirement is to establish a National Individual Standing Offer (NISO) for the Department of National Defence for the procurement of Wood Material Handling Pallets in accordance with Annex A - Pricing and Description and the DDL-8486-122438 dated 2012-07-09.

This requirement will be for an initial period of two (2) years from the effective date of the NISO with an option to extend the offer for one (1) additional period of one (1) year.

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

## **2.1. Drawings**

A copy of the drawings for all items will be automatically forwarded to all offerors who request the Request for Standing Offer (RFSO) package by the Director Supply Chain Operations, DSCO, Printing Bureau. If offerors have not received the drawings at least ten **(10) calendar days** prior to the RFSO closing date, offerors should communicate with the Standing Offer Authority.

## **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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2006 (2012-11-19) 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 ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

Solicitation No. - N° de l'invitation

W8486-122438/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hs616W8486-122438

Buyer ID - Id de l'acheteur

hs616

CCC No./N° CCC - FMS No/ N° VME

W8486-122438

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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.

## **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 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)

(<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 8.5 x 11 inch (216 mm x 279 mm) 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.



## 2. Samples

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.

## Section II: Financial Offer

### 1. Pricing

Offerors must submit their financial offer in accordance with the Basis of Payment specified in Part 7B and in Annex A - Pricing and Description. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Offerors must submit a firm price for all items for each year of the initial period of two years.

### Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

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## 2. Exchange Rate Fluctuation

1. Unless otherwise specified in the bid solicitation, 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 submitting an offer.
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 issuance of the standing offer. 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 RFSO closing, or such other date as may be specified in the bid solicitation, 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 an 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

Offerors must submit the certifications required under Part 5.

1. Canada requests that the Offerors provide the following information:

#### 1.1 Delivery lead time

While delivery is requested within fifteen (15) calendar days from receipt of a call-up document against the Standing Offer the best delivery that could be offered is as follows:

Item 1 - within \_\_\_\_\_ calendar days from receipt of a call-up against the Standing Offer.

Item 2 - within \_\_\_\_\_ calendar days from receipt of a call-up against the Standing Offer.

#### 1.2 Offerors Representatives

##### General enquiries

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

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

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

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

##### Delivery follow-up

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

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

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

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

#### 1.4 Estimated Usage

Item	Nato Stock Number	Size	Estimated Quantity/yr
1	N3990-21-8802851	40 x 24	15,000 ea
2	N3990-21-8811482	40 x 48	20,000 ea

## **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. Offeror must indicate the P/N and NSCM they are offering.
- 2. Offeror must demonstrate their technical compliance with the requirements detailed in Annex A - Pricing and Description and the DDL-8486-122438 dated 2012-07-09.
- 3. Offeror must demonstrate they have directly related experience in process/manufacture of at least forty thousand (40,000) shipping pallets per year for at least 3 years within the last 5 years.

#### **1.2 Financial Evaluation**

- 1.2.1 The price of the offer must be 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.

### **2. Basis of Selection**

An offer must comply with all the requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest aggregate evaluated price for all items will be recommended for issuance of a Standing Offer.

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## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### **1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

#### **1.1 Code of Conduct and Certifications - Related documentation**

- 1.1.1** By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of

names. If the required names have 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 comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

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 aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

## **2. Additional 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.

### **2.1 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, 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: \_\_\_\_\_

## **PART 6 - SECURITY AND FINANCIAL REQUIREMENTS**

### **1. Security Requirement**

There are no security requirements associated with this requirement.

### **2. Financial Capability**

**SACC Reference**  
M9033T

**Title**  
Financial Capability

**Date**  
2011-05-16



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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

- 1.1** The Offeror offers to fulfill the requirement in accordance with Annex A - Pricing and Description and the drawings, Design Data List (DDL-8486-122438 dated 2012-07-09).

#### 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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 2.1 General Conditions

2005 (2012-11-19) 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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data electronically in portable document format (PDF) and 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 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 on a quarterly basis to the Standing Offer 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.

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

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer.

### **2.3 Standing Offers Final Report**

On completion or termination of the National Individual Standing Offer, the offer must produce a final report that details all cumulative date of the call-ups. Data must 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 and to the Procurement Authority, no later than fifteen (15) calendar days after the end of the completion or termination 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 Offerer 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, 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 at least 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.

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## 4. Authorities

### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Kim E. Robertson  
Public Works and Government Services Canada  
Acquisitions Branch, LEFTD  
Place du Portage III, 7B1  
11 Laurier Street  
Gatineau, QC  
K1A 0S5  
Telephone: (819) 956-3876  
Facsimile: (819) 956-5227  
E-mail address: kim.e.robertson@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 Technical Authority

The Technical Authority for the Contract is:

Name: **to be inserted by PWGSC**  
National Defence Headquarters  
Mgen. George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. 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 contract amendment issued by the Contracting Authority.

### 4.3 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 Users authorized to make call-ups against the Standing Offer are: The Department of National Defence, Directorate of Land Procurement (DLP).

### 6. Call-up Procedures

#### 7. Call-up Instrument

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

#### 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00. (Goods and Services Tax or Harmonized Sales Tax included.)

All individual call-ups against the Standing Offer exceeding \$100,000.00 (GST and HST included), must be forwarded to PWGSC for authorization.

#### 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 (2012-11-19) General Conditions - Standing Offers - Goods or Services
- d) General Conditions 2010A (2012-11-19) - Goods (Medium Complexity)
- e) Annex A - Pricing and Description

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- f) The drawings, DDL-8486-122438, dated 2012-07-09.
- g) the Offeror's offer dated \_\_\_\_\_ “as clarified on \_\_\_\_\_” or “as amended on \_\_\_\_\_”.

## **10. Certifications**

### **10.1 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.

## **11. Applicable Laws**

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

## **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 (2012-11-19), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2012-07-16) will not apply to payments made by credit cards at point of sale.

### **3. Term of Contract**

#### **3.1 Delivery Date**

The delivery must be made as follows:

Item 1 - within **To be insert by PWGSC** calendar days from receipt of a call-up against the Standing Offer.

Item 2 - within **To be insert by PWGSC** calendar days from receipt of a 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 prices, for all items, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian customs duties and excise taxes, where applicable, Goods and Services Tax or Harmonized Sales Tax extra, in accordance with Annex A - Pricing and Description.

#### **4.2 Limitation of Price C6000C (2011-05-16)**

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.

#### 4.5 Payment by Credit Card

The following credit card is accepted: **to be inserted by PWGSC**

#### 5. Invoicing Instructions

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

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
A9006C	Defence Contract	2008-05-12
A1009C	Work Site Access	2008-05-12
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2011-05-16
C2801C	Priority Rating - Canadian Contractor	2011-05-16
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2008-12-12
D5545C	ISO 9001:2000 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

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## 7. Preparation for Delivery

The Contractor must prepare all items 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 items in bundles/strapped together in quantities not to exceed a height of 90 inches.

## 8. Shipping Instructions - Delivery and Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid at 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) 25 CF Supply Depot Montreal  
CFB Montreal  
6363 Rue Notre Dame Est  
Montreal, Qué., H1N 1V9  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282

## 9. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

(a) Additional Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract.

The interest of Canada as additional insured should read as follows: Canada, represented by the department of National Defence and/or Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.



- (c) **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) **Employees and, if applicable, Volunteers** must be included as Additional Insured.
- (h) **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) **Non-Owned Automobile Liability -** Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

**ANNEX A -**  
**PRICING AND DESCRIPTION**

ITEM	DESCRIPTION	YEAR 1	YEAR 2	Extended Period
1	<p>PALLET,MATERIAL HANDLING NSN: 3990-21-880-2851</p> <p>MATERIAL:WOOD;FACE TYPE:SINGLE;FACE CONSTRUCTION:SLATTED; AIRCRAFT RAIL SYSTEM MATING LIP:NOT INCLUDED;PLATFORM SIDE DESIGN:OVERHANGING;OVERALL LENGTH:40.0 INCHES NOMINAL;OVERALL WIDTH:24.0 INCHES NOMINAL;PLATFORM OVERALL HEIGHT:6.0 INCHES NOMINAL;ASSEMBLY METHOD:NAILED;SPECIAL FEATURES:HALF STANDARD SIZE PALLET;</p> <p>" The Offeror must demonstrate a proven history of directly related experience in process / manufacture of at least forty thousand (40,000) shipping pallets per year for at least 3 years within the last 5 years."</p> <p>Delivery : CFB Montreal, QC</p> <p>Part Number: DL-9775214-1 NSCM: 35907</p> <p>Part Number offered: _____</p> <p>NSCM offered: _____</p>	\$_____	\$_____	<u>\$ to be inserted by PWGSC</u>

**ANNEX A -**  
**PRICING AND DESCRIPTION**

ITEM	DESCRIPTION	YEAR 1	YEAR 2	Extended Period
2	<p>PALLET,MATERIAL HANDLING NSN: 3990-21-881-1482</p> <p>GENERAL PURPOSE;TOP 40 IN.W BY 48 IN.LG BY 5/8 IN.THK POPLAR OR WESTERN WHITE SPRUCE PLYWOOD (MAY BE 1/2 IN.THK IF BC FIR);SHEETING GRADE PLYWOOD,1 PIECE REQ;BLOCKS 4 IN.BY 4 IN.BY 6 IN.LG W/6 IN.DIM.RUNNING IN DIR OF TOP DECK;9 PIECES REQ,RUNNERS 6 IN.W BY 40 IN.LG BY 5/8 IN. THK POPLAR OR WESTERN WHITE SPRUCE PLYWOOD (MAY BE 1/2 IN.THK IF BC FIR SHEETING GRADE PLYWOOD OR 1 IN.BY 6 IN.SPRUCE)3 PIECES REQ;SPIRAL NAILS 2-1/2 IN.ARDOX OR EQUIV REQ</p> <p>Offeror must demonstrate they have directly related experience in manufacture of at least forty thousand (40,000) shipping pallets per year for at least 3 years within the last 5 years.</p> <p>Delivery: CFB Montreal</p> <p>Part Number: DL-9775213-1 NSCM: 35907</p> <p>Part Number Offered: _____</p> <p>NSCM Offered: _____</p>	\$_____	\$_____	<i>\$ to be inserted by PWGSC</i>

For the extended period, the firm prices for each item will be determined by calculating and applying the percentage difference between the previous year and the current year of the industrial product price index from catalogue no. 62-011-X under table 2.9 for Pallets, Skids, Bins, Crates, Wooden (v53433593) published by Statistics Canada each month of the year. The year to year calculation will be based on the reference month of February.

$$P(\text{ext}) = P(X) \times (\text{INDEX}(X) / \text{INDEX}(X-1)),$$

where:

$P(\text{ext}) =$  Firm Price for the extended period;

$P(X) =$  Firm Price for second year of the initial period;

$\text{INDEX}(X) =$  Index for the reference month of February of the second year of the initial period;(i.e. for 2011 the index is 100.2)

$\text{INDEX}(X-1) =$  Index for the reference month of February of the first year of the initial period. (i.e. for 2010 the index is 100.4)

The adjustment derived from the ratio  $\text{INDEX}(X) / \text{INDEX}(X-1)$  must not exceed 1.05 or be lower than 1.00.

### Examples

The following randomly selected firm prices and indexes are for example purposes only:

Example	$P(X)$	Index (X)	Index (X-1)
1	\$65.07	102.4	99.7
2	\$65.07	100.4	102.4
3	\$65.07	106.4	100.2

#### Example 1

$$P(\text{ext}) = \$65.07 \times (102.4 / 99.7)$$

$$P(\text{ext}) = \$65.07 \times 1.027$$

$$P(\text{ext}) = \$66.83$$

In this example, the firm price for the extended period would be \$66.83.

#### Example 2

$$P(\text{ext}) = \$65.07 \times (100.4 / 102.4)$$

$$P(\text{ext}) = \$65.07 \times 0.980$$

$$P(\text{ext}) = \$63.77 \quad \$65.07$$

In this example, the adjustment derived from the ratio  $\text{INDEX}(X) / \text{INDEX}(X-1)$  is 0.980 which is lower than 1.00. The firm price for the extended period would remain at \$65.07.

#### Example 3

$$P(\text{ext}) = \$65.07 \times (106.4 / 100.4)$$

$$P(\text{ext}) = \$65.07 \times 1.060$$

$$P(\text{ext}) = \$68.97 \quad \$68.32$$

Solicitation No. - N° de l'invitation

W8486-122438/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs616

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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In this example, the adjustment derived from the ratio  $\text{INDEX}(X) / \text{INDEX}(X-1)$  is 1.060 which is higher than 1.05. The firm price for the extended period would be \$68.32.