

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

Pacific Region

401 - 1230 Government Street

Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

Title - Sujet RISO ABSORBENT SPILL RESPONSE	
Solicitation No. - N° de l'invitation W0103-136603/A	Date 2013-04-23
Client Reference No. - N° de référence du client W0103-136603	GETS Ref. No. - N° de réf. de SEAG PW-\$VIC-211-6218
File No. - N° de dossier VIC-2-35313 (211)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-06-03	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Park, Isabell	Buyer Id - Id de l'acheteur vic211
Telephone No. - N° de téléphone (250)363-3981 ()	FAX No. - N° de FAX (250)363-3344
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT BLDG 211 DOCKYARD STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Proactive Disclosure of Contracts with Former Public Servants (*if applicable*)
6. Identified Users
7. Call-up Instrument
8. Limitation of Call-ups
9. Financial Limitation
10. Priority of Documents
11. Certifications
12. Applicable Laws
13. Packaging
14. Delivery Time

Solicitation No. - N° de l'invitation

W0103-136603/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic211

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

W0103-136603

File No. - N° du dossier

VIC-2-35313

CCC No./N° CCC - FMS No/ N° VME

B. RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants (*if applicable*)
5. Payment
6. Invoicing Instructions
7. Insurance

List of Annexes:

- Annex A - Requirement
- Annex B - Standing Offer Usage Report

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: includes the certifications to be provided;
Part 6	6A, Standing Offer, and 6B, Resulting Contract Clauses: 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement and any other annexes.

2. Summary

To establish a standing offer for Department of National Defence, CFB Esquimalt for a period of a twenty four (24) months to supply absorbent spill response material on an as and when requested basis.

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 Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2006 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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 15 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 British Columbia.

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 copies)
- Section III: Certifications (1 hard copies)
- Section IV: Additional Information (1 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

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

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.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information

Former Public Servant – Competitive Requirements

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act* R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

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

Interested bidders must submit product samples (one or two pieces) of all 9 items for evaluation and assessment. Bidders **not** submitting all samples will be deemed **non-compliant** and will not be given further consideration. Technical information is recommended to be included with each sample.

Products will be assessed against each bid (products to be compared on a one by one basis with other bidder's products) and given maximum of 5 points, 1 being the lowest and 5 being the highest.

Products will be assessed for the following criteria:

- a. Wicking ability – A specific quantity and a timed measurement.
- b. Loft of pad – overall thickness of the pad and verification against the technical information, if provided
- c. Speed of sorption – Timed measured value
- d. Capacity of pads / high sorbancy - Specific quantity absorbed
- e. Construction, strength and durability of pads – visual and mechanical testing
- f. Meets size requirements – pass/fail per Annex A, item description
- g. Low lint-free quality of pads – Visual testing
- h. Non-shedding quality of sorbent booms – visual testing
- i. Durability of packaging material – visual inspection
- j. Flammability – actual flammability testing
- k. Colour – pass/fail; and
- L. Construction of Fasteners – visual inspection and quality of construction material

The table below illustrates an example of comparative scoring grid:

Point 1 – if the proposal is clearly worse than the other

Point 3 – if the proposal is generally the same as the other

Point 5 – if the proposal is clearly better than the other

Comparative Ranking Score Method						
Evaluation Criteria – Wicking ability						
	Compliant Proposal				Rank Score	Total Score
	A	B	C	D		
A	-	5	3	3	11	11
B	1	-	3	1	5	5
C	3	1	-	5	9	8
D	5	3	5	-	13	13

Same process to be repeated for each evaluation criteria

1.2 Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

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

By submitting an offer, the Offeror certifies as per section 01 of Standard Instructions 2006, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

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 - Certification

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 contract award. If the Bidder, or, if the Bidder 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 award of the Contract.

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 bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder 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 Bidder 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 Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder 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 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.

PART 6 - 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".

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, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex B. 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 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 30 calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from 01 August 2013 to 31 July 2015 inclusive.

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 an additional 1-year period 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 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 is:

Isabell (Ji-Yon) Park

Supply Specialist | Spécialiste de l'approvisionnement
Public Works and Government Services Canada | Travaux publics et Services Gouvernementaux Canada
Pacific Region | Région du Pacifique
401-1230 Government Street | 401-1230 Rue Government
Victoria, B.C (C.-B.) V8W3X4
Telephone | Téléphone: (250) 363-3981
Email | Courriel: ji-yonisabell.park@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 Project Authority

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

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

4.3 Offeror's Representative

Name: _____

Title: _____

Company: _____

Telephone: _____

Facsimile: _____

Email: _____

5. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Port Operations and Emergency Services Branch, Canadian Forces Auxiliary Vessels, Environmental Projection Office, Canadian Forces Base Esquimalt.

7. 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 an electronic version.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$200,000.00** (*Goods and Services Tax or Harmonized Sales Tax included*) 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 3 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.

10. 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) the general conditions 2010A (2013-03-21), General Conditions - Goods(Medium Complexity);
- e) Annex A, Requirement;
- f) the Offeror's offer dated (*insert date of offer*).

11. Certifications

11.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in (*Insert the name of the province or territory as specified by the offeror in its offer, if applicable*).

13. Packaging

All packaging material must be durable clear plastic bags. No less than **2 mil** (Thousand of an inch) for Pads and no less than **3 mil** for booms and rolls.

14. Delivery Time

All items must be received within five (5) business days of the call-up, or within two (2) business days of the call-up in the event of an emergency.

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 (2013-03-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2013-03-21), General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ (*insert amount at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

5.2 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.

5.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

5.4 T1204 - Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

5.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

6. 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 address shown on page 1 of the Contract for certification and payment.

7. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

Annex A – Requirement

All the pads, booms, socks or rolls must be 100% polypropylene virgin resin **no exceptions**.

Basis of Payment

Unit price must include shipping and delivery cost, applicable taxes extra.

Item Description	Unit	Est. usage (per year)	Unit Price Year 1 - 01 Aug 2013 - 31 Jul 2014	Unit Price Year 2 - 01 Aug 2014 - 31 Jul 2015	Unit Price Year 3 (Option) 01 Aug 2015 - 31 Jul 2016
1 Meltblown (white – hydrophobic (oil) only pads) Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19") Hydrophobic (white) 12oz/ Heavy weight Pads.	Bale (100 pads / bale)	1,000 bales			
2 Sonic Bonded (yellow - universal pads) Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19") Universal Pads Chemical Resistant (yellow)	Bale (100 pads / bale)	300 bales			
3 Hydrophobic Absorbent Boom complete with inner lining. Non Shed – 5" diam. x 10'	Bale (4 booms / bale)	100 bales			
4 48" x 3" Hydrophobic (white) Socks	Box (40 socks / box)	20 boxes			
5 48" x 3" Universal (yellow) Socks	Box (40 socks / box)	20 boxes			
6 19" x 144' Hydrophobic (white) Rolls	Bale (2 rolls per bale)	20 bales			
7 38" x 144' Hydrophobic (white) Rolls	Bale (2 rolls / bale)	20 bales			
8 "Laminated" Medium weight (9 oz) Hydrophobic (white) Absorbent Pads. Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19"); Ultrasonic Bonded	Bale (100 pads / bale)	40 bales			

	with Meltblown Center; Constructed by ultrasonically bonded outer layers of durable polypropylene spunbound to a high-loft; Non-linting.					
9	"Static Resistant" Heavy weight (12 oz) Hydrophobic (white) Meltblown Pads. Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19")	Bale (100 pads / bale)	30 bales			
10	Miscellaneous catalogue items, not listed above with an estimated value up to 20% of the overall Standing Offer, at manufacturer's list price less a discount of ____%.					

*The Offeror must provide Canada with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances or promotions. If by error or omission the Identified User fails to apply the discount or applies it improperly, it will be the responsibility of the Offeror to notify the Identified User of the error prior to delivery.

Annex B - Standing Offer Usage Report

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

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.

Reporting Period: _____

Item Description		Number of units	Total Value
1	Meltblown (white – hydrophobic (oil) only pads) Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19") Hydrophobic (white) 12oz/ Heavy weight Pads.		
2	Sonic Bonded (yellow - universal pads) Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19") Universal Pads Chemical Resistant (yellow)		
3	Hydrophobic Absorbent Boom complete with inner lining. Non Shed – 5"diam. x 10'		
4	48" x 3" Hydrophobic (white) Socks		
5	48" x 3" Universal (yellow) Socks		
6	19" x 144' Hydrophobic (white) Rolls		
7	38" x 144' Hydrophobic (white) Rolls		
8	"Laminated" Medium weight (9 oz) Hydrophobic (white) Absorbent Pads. Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19"); Ultrasonic Bonded with Meltblown Center; Constructed by ultrasonically bonded outer layers of durable polypropylene spunbound to a high-loft; Non-linting.		
9	"Static Resistant" Heavy weight (12 oz) Hydrophobic (white) Meltblown Pads. Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19")		
10	Miscellaneous catalogue items		