

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

Title - Sujet AIRCRAFT MAINTENANCE		
Solicitation No. - N° de l'invitation W8485-125744/A		Date 2013-08-27
Client Reference No. - N° de référence du client W8485-125744		GETS Ref. No. - N° de réf. de SEAG PW-\$\$HS-619-63380
File No. - N° de dossier hs619.W8485-125744	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-07		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein		
Address Enquiries to: - Adresser toutes questions à: Vlahos, Helen		Buyer Id - Id de l'acheteur hs619
Telephone No. - N° de téléphone (819)956-1107 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		
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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	SEE SPECIAL INSTRUCTIONS	W8485	DGAEPM 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM DestinationPlant/Usine		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	AIRCRAFT MAINTENANCE SUPPORT EQUIP MENT	D - 1	W8485	1	Each	\$	\$	See Herein	

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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: 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 & Appendixes include:

Requirement: Pricing and Item Description

Price Indexing - Categories 1 through 7

Instructions for Completing the Electronic Standing Offer Usage Report

Instructions for Completing the Pricing and Item Description Template

2. Summary

This requirement is to establish a National Individual Standing Offer (NISO) for the Department of National Defence for the procurement of spares for aircraft maintenance support of multi-aircraft fleets. The equipment requested on this Standing Offer is attached as per Annex "A" Pricing and Item Description.

This requirement will be for the period from the effective date of the Standing Offer for a firm one (1) year, with the provisions to extend the offer for an additional two (2) periods 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-Chile Free Trade Agreement and the Canada-Peru Free Trade Agreement.

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.

4. Key Terms

PWGSC	- Public Works & Government Services Canada
RFSO	- Request for Standing Offer
ISO	- Individual Standing Offer
RMSO	- Regional Master Standing Offer
NMSO-	- National Master Standing Offer
NCR	- National Capital Region
ARO	- After Receipt of Order

Montreal Depot - See part 7, para 11.

Edmonton Depot - See part 7, para 11.

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 (2013-06-01) 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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

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.

4. Applicable Laws

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

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

5. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

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 (one (1) hard copy.

Section II: Financial Offer (Annex A), (1) one hard copy, one (1) soft copy on CD or DVD.

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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.

1. Equivalent Products

1. Products that are equivalent in form, fit, function, quality and performance to the item(s) specified in the RFSO 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 RFSO; 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 RFSO for that item.

3. In conducting its evaluation of the bids, 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 RFSO.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex A - Pricing and Item Description.

Offerors must submit their financial offer in the provided Electronic Pricing and Item Description Template at Annex A, in accordance with the instructions at Appendix 1. Duties and Excise Taxes included where applicable, and applicable Tax extra.

1.2 Pricing

Prices must appear in Annex A - Pricing and Item Description only.

Offerors must submit firm prices for all items, for the initial (1) one year period, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, and applicable Tax extra.

Section III: Certifications and Additional Information

1. Certifications

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 120 days from receipt of a call-up document against the Standing Offer. Offerors should indicate the best delivery that could be offered in Annex A - Pricing and Item Description.

2.2 Offeror's Representative

General enquiries

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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 - Pricing and Item Description Template

Offerors must complete and submit the Pricing and Item description Template (Annex A) in accordance with the instructions at Appendix 1 with the offer.

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.

Any replacement offered that fails to meet the technical requirement criteria will render the Offer non responsive.

1.1.3 Mandatory Technical Evaluation Criteria - Replaced Part Numbers from the OEM

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 part numbers are a replacement of the OEM parts specified herein and 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.

c. Any replacement product offered that fails to meet the technical requirement criteria will render the Offer non responsive

1.2 Financial Evaluation

1.2.1 Mandatory Financial Evaluation Criteria

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 and Applicable Taxes extra.

The price offered for each item will be ranked from lowest to highest (lowest being best price) on an item by item basis.

For each category ranking will be averaged by delivery point. The average rank(s) will be rounded to two (2) decimals (see sample calculation below at fig. 1)

For each category, the average rank for the Montreal depot will be added to the average rank for the Edmonton depot to create an overall rank.

fig. 1

<i>Item number</i>	<i>Delivery Montreal - Rank</i>	<i>Delivery Edmonton - Rank</i>
Item 1	3	5
Item 2	2	6
Item 3	5	4
Item 5	1	8
Item 5	4	1
Overall Ranking	3	4.8

2. Basis of Selection

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

The responsive offer with the best overall rank (best achievable rank is a rank of 1.00) per category will be recommended for issuance of a Standing Offer.

In the event there is a tie in ranking, the best ranked responsive offer with the lowest aggregate price per category will be recommended for issuance of a standing offer. Lowest aggregate price will be the sum of prices for all items in the category for both delivery points.

Standing Offers will be issued on a category by category basis

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File No. - N° du dossier

hs619W8485-125744

Buyer ID - Id de l'acheteur

hs619

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

W8485-125744

CCC No./N° CCC - FMS No/ N° VME

2.1 To be declared responsive, an offer must:

- (a) Comply with all the requirements of the Request for Standing Offers (RFSO);
- (b) Meet all mandatory technical evaluation criteria;

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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 that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

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Buyer ID - Id de l'acheteur

hs619

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

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CCC No./N° CCC - FMS No/ N° VME

The Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture..

PART 6 - SECURITY, AND FINANCIAL REQUIREMENTS

1. Security Requirement

There is no security requirement associated with the requirement.

2. Financial Capability

SACC Manual clause M9033T 2011-05-16 Financial Capability

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 Item Description.

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 "F" Instructions for Completing the Electronic Standing Offer Usage Report. If 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 fifteen (15) 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 against the Standing Offer is from effective date of the Standing Offer for a firm one (1) year period.

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 two (2), one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 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

The Standing Offer Authority is:

Name: Helen Vlahos

Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Directorate: Logistics, Electrical, Fuel and Transportation

Gatineau, Quebec, Canada K1A 0S5

Telephone : 819-956-1107

Facsimile 819-956-5227

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 Standing Offer 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:

Name: **to be inserted by PWGSC**

Title: _____

Organization: _____

Address: _____

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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

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 User authorized to make call-ups against the Standing Offer is: **to be inserted by PWGSC**, or the delegated authorized representative.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form 942 or an electronic version.

PWGSC-TPSGC 942 Call-up Against a Standing Offer

PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery

PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version only)

PWGSC-TPSGC 945 Call-up Against Multiple Standing Offers (French version only)

Or

An equivalent form or electronic call-up document which at a minimum:

Identifies the Standing Offer number;

Signifies acceptance of the terms and conditions of the Standing Offer;

Includes a description and a unit price for each item on the call up;

Identifies the total value of the call up;

Identifies a point of delivery;

Acknowledges that funds are available under Section 32 of the Financial Administration Act;

Acknowledges the Identified User's authority to enter into a contract.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Excise Taxes included where applicable and Applicable Taxes extra).

8. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$(to be inserted by PWGSC)** (Excise Taxes included where applicable and Applicable Taxes extra) 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 soauthorized.

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 two (2) 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.

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) the general conditions 2010A (2013-04-25) Goods (Medium Complexity);
- f) Annex "A", Pricing and Item Description
- g) the Offeror's offer dated **.to be inserted by PWGSC**

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.

1.1 Technical Changes, Substitutes and Alternatives

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

3. Term of Contract

3.1 Delivery Date

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

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties, Excise Taxes included where applicable and Applicable Taxes extra.

5. SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

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 on the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the following address:

Department of National Defence
National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario. K1A 0K2
Attention: As per individual call-up

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

(c) One (1) copy must be forwarded to the forwarded to the consignee.

7. SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2011-05-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2008-12-12
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2012-07-16
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q) - detailed at Annex "A"	2010-08-16
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) - detailed at Annex "A"	2010-08-16

D5604C	Release Documents (DND) - Foreign-based Contractor	2008-12-12
D5605C	Release Documents (DND) - United States-based Contractor	2010-01-11
D5606C	Release Documents (DND) - Canadian-based Contractor	2012-07-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

8. 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 all items in quantities of one (1) per package, except where individual instructions for specific items have been included in the call-up. Those instructions will take precedence.

9. Additional Package Markings

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided for all items.

- (a) specification number;
- (b) drawing number;
- (c) cure date of rubber components;
- (d) date of manufacture;
- (e) serial number; and
- (f) expiration date of shelf life.
- (g) NCAGE (NATO Commercial and Government Entity) Code
- (h) NSN (Nato Stock Number)

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

10. Shelf Life

The Contractor must ensure that item(s) containing elastomeric material (e.g. Parts with rubber, hoses, O-rings, adhesive compounds, sealing compounds, gaskets, etc.) contain 75 percent of the authorized shelf life as listed in CFTO D-05-001-001/SF-000 at date of delivery to the Department of National Defence.

11. 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.

7 CFSD - Receipts Section
CFB Edmonton
195 Ave & 82 St - Bldg 236
Edmonton, AB
T0A 2H0
780-973-4011, ext. 4524

25 CFSD - Receipts Section
CFB Montreal
6363 Notre Dame Est
Montreal, QC
H1N 3V9
514- 252-2777, ext. 2363

12. Release Documents - Distribution

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

- (a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- (b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- (c) One (1) copy to the Standing Offer Authority;
- (d) One (1) copy to:
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: **to be inserted by PWGSC**
- (e) One (1) copy: to the Quality Assurance Representative;
- (f) One (1) copy: to the Contractor;
- (g) One (1) copy: all non-Canadian contractors to:

DQA/Contract Administration
National Defence Headquarters

Mgen George R. Pearkes Building

101 Colonel By Drive

Ottawa, ON K1A 0K2 / E-mail: ContractAdmin.DQA@forces.gc.ca.

13. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired.

Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

Solicitation No. - N° de l'invitation

W8485-125744/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hs619W8485-125744

Buyer ID - Id de l'acheteur

hs619

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

W8485-125744

CCC No./N° CCC - FMS No/ N° VME

Annex A

Requirement - Pricing and Item Description

Electronic Price and Item Description Template
(provided as an electronic attachment)

Annex "B"

Price Indexing - Category 1-4 - Miscellaneous
 Category 1 - Aircraft Ground Servicing & Boarding Equipment
 Category 2- Hoses, Pipes & Tubing
 Category 3 - Hardware
 Category 4 - Compounds (Cleaning, Sealings, Adhesives)

Escalation Clause: (Multi-Year Contract) Category 1-4 Miscellaneous

The Firm All-Inclusive unit prices in Appendix X will be adjusted annually, on the first day of each option year, by an amount established based on the percentage increase (decrease) in the annual average index of the Industry Price Index for Canada, Total All Commodities, as provided by Statistics Canada in CANSIM Table 329-0056, in accordance with the following formula:

$$\text{Escalation} = \left(\frac{A}{B} \right) - 1 \times 100$$

Where:

- A** = Average of the monthly index for Canada, for the 12 months ending three months prior to the current contract year.
- B** = Average of the monthly index for Canada for the 12 months ending three months of the preceding contract year.

Example:

In Year 2 of the contract commencing April 1, 2013, the unit prices in AppendixX would be increased by 0.6% based on the following assumptions:

- A** = Annual Average Index for the 12 months ending December 2012 (three months prior to the current contract year = 115.3)
- B** = Annual Average Index for the 12 months ending December 2011, (1 year prior to the current contract year = 114.6)

$$\text{Escalation} = \left(\frac{A}{B} \right) - 1 \times 100$$

$$\text{Escalation} = \left(\frac{115.3}{114.6} \right) - 1 \times 100$$

$$\text{Escalation} = 0.6\%$$

Annex "C"

Price Indexing - Category 5: Vehicle & Aircraft

Escalation Clause: **(Multi-Year Contract) Category 5 Vehicles and Aircraft**

The Firm All-Inclusive unit prices in Appendix X will be adjusted annually, on the first day of each option year, by an amount established based on the percentage increase (decrease) in the annual average index of the Industry Price Index for Canada, Motor Vehicles and Other transport Equipment, as provided by Statistics Canada in CANSIM Table 329-0056, in accordance with the following formula:

$$\text{Escalation} = \left(\frac{A}{B} \right) - 1 \times 100$$

Where:

A = Average of the monthly index for Canada, for the 12 months ending three months prior to the current contract year.

B = Average of the monthly index for Canada for the 12 months ending three months of the preceding contract year.

Example:

In Year 2 of the contract commencing April 1, 2013, the unit prices in AppendixX would be increased by 1.0% based on the following assumptions:

A = Annual Average Index for the 12 months ending December 2012 (three months prior to the current contract year = 77.8)

B = Annual Average Index for the 12 months ending December 2011, (1 year prior to the current contract year = 77.0)

$$\text{Escalation} = \left(\frac{A}{B} \right) - 1 \times 100$$

$$\text{Escalation} = \left(\frac{77.8}{77.0} \right) - 1 \times 100$$

$$\text{Escalation} = 1.0\%$$

Annex "D"

Price Indexing - Category 6 Sheet Metal

Escalation Clause: **(Multi-Year Contract) Category 6 Sheet Metal**

The Firm All-Inclusive unit prices in Appendix X will be adjusted annually, on the first day of each option year, by an amount established based on the percentage increase (decrease) in the annual average index of the Industry Price Index for Canada, Fabricated Metal Products, as provided by Statistics Canada in CANSIM Table 329-0056, in accordance with the following formula:

$$\text{Escalation} = \left(\frac{A}{B} \right) - 1 \times 100$$

Where:

A = Average of the monthly index for Canada, for the 12 months ending three months prior to the current contract year.

B = Average of the monthly index for Canada for the 12 months ending three months of the preceding contract year.

Example:

In Year 2 of the contract commencing April 1, 2013, the unit prices in AppendixX would be **decreased** by 0.2% based on the following assumptions:

A = Annual Average Index for the 12 months ending December 2012 (three months prior to the current contract year = 124.1)

B = Annual Average Index for the 12 months ending December 2011, (1 year prior to the current contract year = 124.4)

$$\text{Escalation} = \left(\frac{A}{B} \right) - 1 \times 100$$

$$\text{Escalation} = \left(\frac{124.1}{124.4} \right) - 1 \times 100$$

$$\text{Escalation} = -0.2\%$$

Annex "E"**Price Indexing - Category 7 Electrical****Escalation Clause: (Multi-Year Contract) Category 7 Electrical**

The Firm All-Inclusive unit prices in Appendix X will be adjusted annually, on the first day of each option year, by an amount established based on the percentage increase (decrease) in the annual average index of the Industry Price Index for Canada, Electrical and Communications Products, as provided by Statistics Canada in CANSIM Table 329-0056, in accordance with the following formula:

$$\text{Escalation} = \left(\frac{A}{B} \right) - 1 \times 100$$

Where:

- A** = Average of the monthly index for Canada, for the 12 months ending three months prior to the current contract year.
- B** = Average of the monthly index for Canada for the 12 months ending three months of the preceding contract year.

Example:

In Year 2 of the contract commencing April 1, 2013, the unit prices in AppendixX would be increased by 0.5% based on the following assumptions:

- A** = Annual Average Index for the 12 months ending December 2012 (three months prior to the current contract year = 93.4)
- B** = Annual Average Index for the 12 months ending December 2011, (1 year prior to the current contract year = 92.9)

$$\text{Escalation} = \left(\frac{A}{B} \right) - 1 \times 100$$

$$\text{Escalation} = \left(\frac{93.4}{92.9} \right) - 1 \times 100$$

$$\text{Escalation} = 0.5\%$$

ANNEX F

Instructions for Completing the Electronic Standing Offer Usage Report

1. General Instructions

Qualified Offerors will be supplied with the Electronic Standing Offer Usage report template at such time as a Standing Offer is issued to them. Subsequently, as required, Offerors may request that the Standing Offer Authority send a copy of the Electronic Standing Offer Usage report template to them by e-mail.

Offerors must complete the Electronic Standing Offer Usage report in accordance with the instructions below.

2. Electronic processing of Standing Offer Usage Report

2.1 Reports must be submitted by electronic mail to the Standing Offer Authority in the ".XLS" (Excel compatible) file format.

2.2 The Standing Offer usage report will be processed by PWGSC using electronic automation. If the Offeror's report is submitted in a way that prevents automated processing, the report will be deemed as unacceptable and returned to the Offeror with information pertaining to the deficiency.

2.3 The use of the "Copy" and "Paste" feature may negatively impact certain aspects of the template. PWGSC suggests Offerors use "Copy" and "Paste Special - Values".

3. Itemized reporting

Offerors must include the requested data for every item sold as a result of call ups against the Standing Offer.

4. Field descriptions and input instructions

Fields in the Report are identified by column heading or by tag. The purpose of each field is described and the instructions for completing the field are provided below.

Part I: Report Header

a) Standing Offer Number

The Offeror must enter the Standing Offer number which appears on the cover page of their Standing Offer.

b) Company Name

The Offeror must enter their legal company name.

c) Period

The Offeror must select the Quarter for which it is submitting a report from the pull down list. Offerors must submit a report for every quarter. Aggregated reports for multiple quarters will not be accepted.

d) Total Reported this Quarter

For reports comprising of less than 10,000 lines the "Total reported this Quarter" field will populate automatically. For reports containing more than 10,000 entries the Offeror must enter the sum of all reported sales in the quarter.

e) Total reported to Date

Offerors must enter the running total of all transactions resulting from call-ups against this Standing Offer to date.

Part II: Report Body

a) Invoice number

Offerors must enter their invoice number for each item sold as a result of a call up against the Standing Offer. Offerors may aggregate more than one item per invoice number.

b) Qty

Offerors must enter the quantity of items sold as a result of call ups against the standing offer.

c) Nato Stock Number (NSN)

This field must contain the 13- digit NSN code for the item sold as a result of call ups against the Standing Offer. This identifier must be the same as the one used in the Electronic price list at Annex A (of the resulting Standing Offer).

d) Part Number

This field must contain the Part Number of the item sold as a result of a call up against the Standing Offer.

e) NSCM /NNO

This field must contain the manufacturer's brand name, model and/or part number of the item sold as a result of a call up against the Standing Offer.

f) Delivery Destination/ Livraison Destination

This field must contain the delivery destination of the item sold as a result of a call up against the Standing Offer.

g) Date of Order

Offerors must enter the dates at which the call ups for the items sold under the standing offer were received. The date must be entered using the YYYY-MM-DD format.

h) Unit Price

This field must contain the Offeror's price invoiced per unit of issue for the item sold as a result of call ups against the Standing Offer. The Offeror must enter a numerical value which represents the price in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters.

i) Extended Price

This field must contain the Offeror's price invoiced per unit of issue multiplied by the quantity of each items sold as a result of call ups against the Standing Offer. The Offeror must enter a numerical value which represents the price in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters.

APPENDIX 1

Instructions for Completing the Financial Offer Template

1 General Instructions

Offerors must complete the Electronic Price and Item Description provided as an electronic attachment to this requirement, in accordance with the instructions below. The Price and Item Description submitted with the Offer will form part of the Electronic Price List in any resulting Standing Offer.

Each row in the Price and Item Description Template represents one item.

Offerors must save a copy of the completed Price and Item Description in Excel 2000-2003 compatible format (.XLS) on a Compact Disk (CD) or Digital Versatile Disc (DVD) and include it with their Offer.

Print Formatting, Header and Footer information for printing purposes is included in the EFOT; Offerors must not change this information.

2 Electronic Processing of Financial Offer Template

The Electronic Financial Offer Template will be processed for evaluation by PWGSC using electronic automation. As such, Offerors must not change the format or rename the Electronic Price and Item Description Template in any way. At the time of evaluation, if the Offeror's Electronic Price and Item Description Template has been reformatted or renamed in a way that prevents automated processing, the Offer may be found non-responsive.

3 Field Color

All light blue colored fields must be populated by the Offeror in compliance with the instructions below.

Fields that have been populated will change in color from light blue to light yellow. The change of color does not indicate that the data entered is accepted or acceptable to Canada only that data has been entered into the field.

NOTE: The use of the “Copy” and “Paste” feature in Excel may negatively impact this aspect of the template. PWGSC suggests Offerors use the “Copy” and “Paste Special - Values” method.

4 Field Descriptions and Input Instructions

Fields in the Electronic Price and Item Description Template are identified by column heading. The purpose of each field is described and the instructions for completing the field are provided.

a) Item Number/Numéro d'article:

Purpose: This field represents a number assigned to the line item in the list for the purpose of this solicitation. Any amendments or questions pertaining to the line items or products requested will be addressed by this item number during the solicitation period.

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

b) NSN/NNO:

Purpose: This field represents the NATO Stock Number, or National Stock Number (NSN) as it is known as a 13-digit numeric code, which identifies the 'standardized material items of supply' as they have been recognized by participating NATO countries including.

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

c) Part Number/Numéro de pièce:

Purpose: This field represents the original equipment manufacturer (OEM) part/product number. The part number is assigned by the manufacturer to a specific part/product design and revision.

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

d) Description/Description:

Purpose: This field represents a standardized description of the item required in English

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

e) French Description /Description française:

Purpose: This field represents a standardized description of the item required, translated in French.

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

f) QAC/CAQ:

Purpose: This field represents ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code C or Q)

Input Instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

g) Part Number offered/numéro de pièce présenté:

Purpose: This field represents the part number being offered.

Input Instructions: Offerors must indicate the Part Number they are offering in this designated field.

h) NSCM offered/NNO présenté:

Purpose: This field represents manufacturer's brand name, model and/or part number being offered.

Input Instructions: Offerors must indicate the NSCM/CAGE they are offering in this designated field.

i) Price Montreal/ Prix Montréal:

Purpose: This field represents price offered for delivery of the item to the Montreal Depot.

Input Instructions: Offerors must submit a price in accordance with the basis of payment in dollars and cents rounded to 2 decimals.

j) Price Edmonton/Prix Edmonton:

Purpose: This field represents price offered for delivery of the item to the Edmonton Depot.

Input Instructions: Offerors must submit a price in accordance with the basis of payment in dollars and cents rounded to 2 decimals.