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## **TITLE: TRUCK ACCESSORIES**

### **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 include the Statement of Work, Pricing, Delivery and List of Dealers/Installation Facilities.

#### **2. Summary**

This requirement is to establish a National Master Standing Offer (NMSO) for the purchase and installation of Box Caps, Bed Slides and Spray-on Box Liners for pick-up trucks, in accordance with Annex A - Statement of Work.

This requirement will be for an initial period of two (2) year with the provision to extend the Standing Offer for up to two (2) additional periods of one (1) year.

Offerors do not have to submit an offer for all groups. However, Offerors submitting an offer for a particular group must submit an offer for all years, all locations and all items of that group. For example, an Offeror submitting an offer for Group 1 must submit an offer for all years, all locations and all items of Group 1.

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.

### 3. Debriefings

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 **fifteen (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 (2014-06-26) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days  
Insert: ninety (90) days

### **2. Submission of Offers**

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

### **3. Enquiries - Request for Standing Offers**

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

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

Should Offerors consider that the Purchase Description contained in the RFSO could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the RFSO. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least **seven (7) calendar days** before the RFSO closing date and time. Canada will have the right to accept or reject any or all suggestions.

## 6. 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 Offeror will be requested, after issuance of a Standing Offer, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Standing Offer Authority, the Technical Authority or the Identified User, thereby reducing printed material.

Offeror 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 (2 hard copies)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (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 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 detailed in Part 7 B and in Annex B – Pricing.

### **1. 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**

#### **1. Additional Information**

Canada requests that Offerors provide the following additional information:

##### **1.1 Offeror's Representatives**

Canada requests that Offerors provide a Canadian point of contact:

##### **General enquiries**

Name: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Facsimile No.: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

##### **Delivery follow-up**

Name: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Facsimile No.: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

##### **1.2 Delivery**

While delivery of the equipment/vehicle is requested within fifteen (15) calendar days after receipt of a call-up against the Standing Offer, Offerors are requested to provide the best delivery that can be offered, in Annex C- Delivery.

## **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. Mandatory Technical Evaluation Criteria**

##### **1.1.1 Offeror and Subcontractor Experience**

Offerors submitting an offer for Group 1 must demonstrate at least two (2) years of experience in providing installation services for Truck Caps, Bed Liners and Spray-on Box Liners within the last three (3) years before the closing date of the Request for Standing Offer.

Offerors submitting an offer for Group 2 must demonstrate at least two (2) years of experience in providing installation services for Truck Caps, Bed Liners and Spray-on Box Liners within the last three (3) years before the closing date of the Request for Standing Offer.

Offerors submitting an offer for Group 3 must demonstrate at least two (2) years of experience in providing installation services for Truck Caps, Bed Liners and Spray-on Box Liners within the last three (3) years before the closing date of the Request for Standing Offer.

Offerors submitting an offer for Group 4 must demonstrate at least two (2) years of experience in providing installation services for Truck Caps, Bed Liners and Spray-on Box Liners within the last three (3) years before the closing date of the Request for Standing Offer.

##### **1.1.2 List of Dealers/Installation Facilities**

Offerors submitting an offer for Group 1 must submit a complete Annex D – List of Dealers/Installation Facilities, Group 1 in full.

Offerors submitting an offer for Group 2 must submit a complete Annex D – List of Dealers/Installation Facilities, Group 2 in full.

Offerors submitting an offer for Group 3 must submit a complete Annex D – List of Dealers/Installation Facilities, Group 3 in full.

Offerors submitting an offer for Group 4 must submit a complete Annex D – List of Dealers/Installation Facilities, Group 4 in full.

##### **1.1.3 Mandatory Technical Evaluation Criteria – Make and Model Number,**

Offerors submitting an offer for Group 1 must indicate in Annex B – Pricing, the Make and Model Number of Truck Caps, Bed Slides and Spray-on Box Liners they are offering.

Offerors submitting an offer for Group 2 must indicate in Annex B – Pricing, the Make and Model Number of Truck Caps, Bed Slides and Spray-on Box Liners they are offering.

Offerors submitting an offer for Group 3 must indicate in Annex B – Pricing, the Make and Model Number of Truck Caps, Bed Slides and Spray-on Box Liners they are offering.

Offerors submitting an offer for Group 4 must indicate in Annex B – Pricing, the Make and Model Number of Truck Caps, Bed Slides and Spray-on Box Liners they are offering.

## **1.2 Financial Evaluation**

### **1.2.1 Mandatory Financial Criteria**

Offerors must complete Annex B - Pricing in full, for all items of each group for which they are submitting an offer.

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.

### **1.2.2 Aggregate Evaluated Price Per Group**

For each year, including the option periods, the firm unit price of each item and location will be multiplied by the estimated quantity to determine the evaluated price per item. The sum of all evaluated price per item will determine the evaluated price per year. The sum of all evaluated price per year will determine the aggregated evaluated price per group.

## **2. Basis of Selection**

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

The responsive offer with the lowest aggregate evaluated price for Group 1 will be recommended for issuance of a standing offer;

The responsive offer with the lowest aggregate evaluated price for Group 2 will be recommended for issuance of a standing offer;

The responsive offer with the lowest aggregate evaluated price for Group 3 will be recommended for issuance of a standing offer;

The responsive offer with the lowest aggregate evaluated price for Group 4 will be recommended for issuance of a standing offer;

A maximum of four (4) responsive offers will be recommended for issuance of a Standing Offer.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

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

#### **1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006 (2014-06-26). The associated information required within the Integrity Provisions 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### **2. Additional Certifications Required 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

**2.1 Product Conformance**

The Offeror certifies that all equipment proposed conform, and will continue to conform throughout the duration of the standing offer and any resulting contract, to all technical specifications of Annex A - Statement of Work.

This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

\_\_\_\_\_  
Offeror's authorized representative signature

\_\_\_\_\_  
Date

**2.2 Dealer/Installation Facility Certification**

The Offeror certifies that all Dealers/Installation facilities are authorized by the Original Equipment Manufacturer to provide and install the equipment offered.

\_\_\_\_\_  
Offeror's authorized representative signature

\_\_\_\_\_  
Date

**PART 6 – FINANCIAL REQUIREMENTS**

**1. Financial Capability**

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

1.1 The Offeror offers to fulfill the requirement in accordance with Annex A - Statement of Work (SOW) for Truck Accessories.

#### **2. Security Requirement**

There is no security requirement applicable to this Standing Offer.

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

##### **3.1 General Conditions**

2005 (2014-06-26) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **3.2 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 electronically in a Microsoft Excel format (.xls) 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.

Reporting Requirements:

- (a) The Standing Offer Number;
- (b) The Offeror Name;
- (c) The Reporting Period (Fiscal Year and Quarter);
- (d) Total Number of Order for the Reporting Period (Quarter);
- (e) Total Number of Order for the Reporting Period (Quarter) for each department;
- (f) Total Number of Order for the fiscal year;
- (g) Total Number of Order for the fiscal year for each department;
- (h) Total Number of Order from issuance of the Standing Offer;
- (i) Total Number of Order from issuance of the Standing Offer for each department;
- (j) Total Dollar Value of Orders for Order for the Reporting Period (Applicable Taxes included);
- (k) Total Dollar Value of Orders for Order for the Reporting Period (Applicable Taxes included) for each department;
- (l) Total Dollar Value of Orders for the fiscal year (Applicable Taxes included);

- (m) Total Dollar Value of Orders for the fiscal year (Applicable Taxes included) for each department;
- (n) Total Dollar Value of Orders from issuance of the Standing Offer (Applicable Taxes included);
- (o) Total Dollar Value of Orders from issuance of the Standing Offer (Applicable Taxes included) for each department;
- (p) Description and quantity of items ordered for the Reporting Period (Quarter);
- (q) Description and quantity of items ordered for the Reporting Period (Quarter) for each department;
- (r) Description and quantity of items ordered for the fiscal year;
- (s) Description and quantity of items ordered for the fiscal year for each department;
- (t) Description and quantity of items ordered from issuance of the Standing Offer;
- (u) Description and quantity of items ordered from issuance of the Standing Offer for each department.

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.

### **3.3 Standing Offers - Final Report**

On completion of the National Master Standing Offer, the Offeror must provide a final report that details all cumulative data of the call-ups. Data must include all purchase, including those paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically in a Microsoft Excel format (.xls) to the Standing Offer Authority, no later than fifteen (15) calendar days after the end of the completion or the set aside of the Standing Offer.

## **4. Term of Standing Offer**

### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from **(to be inserted by PWGSC)** to **(to be inserted by PWGSC)**.

### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to two (2) additional periods of one (1) year, under the same conditions 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) calendar days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Shazia Khan  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
LEFTD - HS Division  
Place du Portage, Phase III, 7B1  
Gatineau, Quebec K1A 0S5  
Telephone: (819) 956-7345  
Facsimile: (819) 956-5227  
E-mail address: Shazia.khan@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.

### 5.2 Technical Authority

The Technical Authority for the Standing Offer is:

**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 responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Standing Offer Authority.

### 5.3 Offeror's Representative

The Canadian Point of Contact for the Standing Offer is:

**To be inserted by PWGSC**  
Name:  
Telephone No.:  
Facsimile No.:  
E-mail address:

## 6. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

## 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 equivalent form or electronic call-up document such as a Purchase Order or an email, 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 or service 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.

### 7.1. Government Acquisition Cards (Credit Cards)

Government Acquisition Cards (Credit Cards) must not be used to initiate a call-up against the Standing Offer. It is mandatory to use one of the instrument found in paragraph "7. Call-up Instrument", when issuing a call-up against the Standing Offer. Credit Cards are a method of payment that may be used only after receipt, inspection and acceptance of the Work by Canada. Credit Cards may be used, as an alternative method of payment, as identified within the Standing Offer.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

## 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 (2014-06-26), General Conditions - Standing Offers - Goods or Services
- d) 2010A (2014-06-26) General Conditions - Goods (Medium Complexity);
- e) Annex A, Statement of Work
- f) Annex B, Pricing
- g) Annex C, Delivery
- h) Annex D, List of Dealers/Installation Facilities
- i) the Offeror's offer dated **(to be inserted by PWGSC)** as amended **(to be inserted by PWGSC)**.

## 10. Certifications

### 10.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the

Offeror does not comply with any certification, fails to provide the associated information, 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.

#### **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.

#### **12. Dealers/Installation Facilities**

The Dealers/Installation Facilities are listed at Annex D - List of Dealers/Installation Facilities. During the period of the Standing Offer, the Offeror must maintain an up-to-date list and provide a copy of the updated list electronically to the Standing Offer Authority when changes occur. The Dealers/Installation Facilities must have the facilities and manpower required to perform all work identified in the Statement of Work.

During the period of the Standing Offer, the Offeror must replace a Dealers/Installation Facility which can no longer perform the work identified in the SOW and in accordance with the terms of the Standing Offer.

#### **13. Technical Changes, Substitutes and Alternatives**

During the period of the Standing Offer any technical changes, substitutes and alternatives proposed by the Offeror, as mandated by the manufacturer or legislative body, must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A revision to the Standing Offer or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Offeror is unable to meet the technical requirement, Canada may set aside the Standing Offer and/or terminate the contract for default in accordance with the general conditions stated in the Standing Offer and the resulting contract.

#### **14. Substitute Model**

In the event that a model is discontinued, the Offeror can offer, through the Standing Offer Authority, a substitute model for acceptance by the technical authority. The substitute model must meet all the technical requirements of the Statement of Work and must be offered at the same price as the model it is replacing in the Standing Offer. Acceptance of the substitute model will be through a Standing Offer revision.

Should the Technical Authority not accept the substitute model or the offeror is unable to meet the technical requirements, Canada may set aside the Standing Offer and/or terminate the contract for default in accordance with the general conditions stated in the Standing Offer and the resulting contract.

#### **15. Meeting after Issuance of Standing Offer**

Within ten (10) calendar days from the effective date of the Standing Offer, the Offeror must contact the Standing Offer Authority to determine if a meeting is required. A meeting will be convened at Canada's discretion to review the procedures for making call-ups, the technical and contractual requirements. The Offeror must prepare and distribute the minutes of the meeting

within five (5) calendar days after the meeting has been held. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence, Public Works and Government Services Canada and other federal government departments as required.

#### **16. Progress Meetings**

Progress meetings will take place on an as-and-when required basis. The Offeror must prepare and distribute the agenda and minutes of the meeting. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Offeror, the Department of National Defence, Public Works and Government Services Canada and other federal government departments as required.

**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. Statement of Work**

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 (2014-06-26), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

**At section 08, Inspection and Acceptance of the Work**

Delete paragraph 1 in its entirety and replace with the following:

1. All the Work is subject to inspection and acceptance by Canada at destination by the consignee. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

**3. Term of Contract**

**3.1 Delivery Date**

Delivery of items must be made in accordance with the attached Annex C – Delivery, further to the receipt of the call-up against the Standing Offer.

**4. Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in Canadian dollars, as specified in Annex B - Pricing, and as follows:

**4.1 Basis of Payment**

Firm lot prices in Canadian dollars, Delivered Duty Paid (... named place of destination), Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

**4.2 SACC Manual Clauses**

SACC Reference	Title	Date
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

#### 4.3 Payment of Invoices by Credit Card

The following credit card(s) are accepted: \_\_\_\_\_ and \_\_\_\_\_.

#### 5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified on the invoice is completed.
2. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment.
  - (b) One (1) copy must be forwarded or e-mail to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - (c) One (1) copy must be forwarded or e-mail to the Procurement Authority identified under the section entitled "Authorities" of the Contract.

#### 6. SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract (DND Only)	2012-07-16
B4042C	Identification Markings (DND Only)	2008-05-12
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating (DND Only)	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors (DND Only)	2011-05-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) (DND Only)	2010-08-16
D6010C	Palletization (DND Only)	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

#### 7. Shipping Instructions

##### 7.1 Shipping Instructions - All destinations

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid to the destination specified on call-up against the standing offer. 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 Applicable Taxes.
2. The vehicle will available for pick-up be within 150km of the city centers listed in Annex D – List of Dealers/Installation Facilities or the vehicles will be made available to the contractor within 150km of the city centers listed in Annex D.

3. The Contractor must pick up and deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in call-up against the standing offer. The consignee may refuse shipments when prior arrangements have not been made. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for any additional costs.

## **8. Preparation for Delivery**

1. The equipment shall be serviced, adjusted and delivered in condition for immediate use. The interior and exterior of the vehicles must be returned in the same condition when it arrives at the delivery destination as when it was taken picked up by the Contractor.

## **9. Insurance**

### **9.1 Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in Part 7 Section B of the contract. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **9.2 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 Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by 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.
- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,

Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **9.3 Automobile Liability Insurance**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement

### **9.4 Garage Automobile Liability Insurance**

1. The Contractor must obtain Garage Automobile 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 Garage Automobile Liability policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the Insured including Collision or Upset and Comprehensive Damage (including open lot theft).
  - c. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## **10. 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:

1. The Contractor is requested provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Standing Offer Authority, the Technical Authority or the Identified User thereby reducing printed material.
2. The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
3. Product components used in performing the services should be recyclable and/or reusable, whenever possible.