

**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 NISO - AQUEOUS FILM FORMING FOAM	
Solicitation No. - N° de l'invitation W8486-140855/A	Date 2014-07-24
Client Reference No. - N° de référence du client W8486-140855	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HS-610-65424
File No. - N° de dossier hs610.W8486-140855	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-09-03	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Reynolds, Kevin	Buyer Id - Id de l'acheteur hs610
Telephone No. - N° de téléphone (819)956-3996 ()	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

Solicitation No. - N° de l'invitation

W8486-140855/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hs610W8486-140855

Buyer ID - Id de l'acheteur

hs610

CCC No./N° CCC - FMS No/ N° VME

W8486-140855

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) template is divided into seven parts plus annexes as follow:

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 Item Description and Pricing.

2. Summary

This requirement is to establish a National Individual Standing Offer (NISO) for the Department of National Defence for the procurement of Aqueous Film Forming Foam (AFFF), certified to standard CAN/ULC-S560-06, current edition.

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

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

This procurement is not subject to the Controlled Goods Program.

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>) 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: one hundred and twenty (120) days

2. Submission of Offers

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

3. Enquiries - Request for Standing Offers

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

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

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.

7. Estimated Quantities

N4210-21-860-2953: 6% foam, Qty: 450 CO's per year

N4210-21-907-9787: Bulk Foam, Qty 2 fillups @ 18,000 Litres per callup

N4210-21-900-4823: 3% foam, Qty: 1750 CO' per year

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 (two (2) hard copies)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications and Additional Information one (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>). 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.

1. Equivalent Products and Substitute Products

1.1 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 technical 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 equivalent product; or
- (b) the equivalent product fails to meet or exceed the mandatory form, fit, function, quality and performance criteria specified in the RFSO for that item.

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

4. Bidders are encouraged to offer or suggest green products whenever possible.

1.2 Substitute Products - Replaced Part Numbers from the OEM

1. Products that are replaced part number (superseded or obsolete) from the OEM must be equivalent in form, fit, function, quality and performance to the original item(s) specified in the bid solicitation and will be considered where the offeror provides upon request of the Standing Offer Authority:

- 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, 1.1 Equivalent Product) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

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

Section II Financial Offer

1. Pricing

Offerors must submit firm prices for all items, all locations, the initial and extended periods, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Customs Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

2. 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 and Additional Information

1. Certifications

Offerors must submit the certifications required under Part 5.

2. Additional Information

Canada requests that Offerors provide the following additional information:

2.1 Delivery

While Delivery of the items is requested within twenty-five (25) calendar days from receipt of a call-up against the Standing Offer, the best delivery that could be offered is as follows:

- Item 1: Within _____ calendar days from receipt of a call-up against the Standing Offer.
Item 2: Within _____ calendar days from receipt of a call-up against the Standing Offer.
Item 3: Within _____ calendar days from receipt of a call-up against the Standing Offer.
Item 4: Within _____ calendar days from receipt of a call-up against the Standing Offer.
Item 5: Within _____ calendar days from receipt of a call-up against the Standing Offer.

2.1.1 Delivery for Urgent Deliveries

Urgent deliveries of all items must be made within ten (10) calendar days from receipt of a call-up against the Standing Offer.

2.2 Offeror's Representatives

Canada requests that Offerors provide the following information:

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

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

- (a) The Offeror must demonstrate that the products offered are certified to standard CAN/ULC-S560-06, current edition as detailed in Part 5, Article 1.3.
- (b) The Offeror must demonstrate that they do not use perfluorooctane sulfonate (PFOS) in the manufacturing process of all items.
- (c) The Offeror must demonstrate how they will comply with the requirement for urgent deliveries as per Part 7B, Article 3.2 of the RFSO.
- (d) The Offeror must demonstrate how they will comply with the requirement to deliver item 5 in a residue-free steam cleaned tanker truck as per Part 7B, Article 7.2 of the RFSO.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Evaluation Criteria

The prices offered 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.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest aggregate evaluated price 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. 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" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-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.

1.3 Standard CAN/ULC-S560-06

The offeror must provide a copy of a certificate confirming that the products offered are certified as per standard CAN/ULC-S560-06, current edition.

2.1 Equivalent and Substitute Products Conformance Certification

Offeror offering Equivalent or Substitute products certifies that all Equivalent Products and Substitute Products proposed conform, and will continue to conform throughout the duration of the Standing Offer and any resulting contract, to all technical specifications of the purchase description.

This certification does not relieve the offer from meeting the requirement detailed in Part 3, Section I, Equivalent Products and Substitute Products.

Offeror's authorized representative Signature

Date

PART 6 - SECURITY AND FINANCIAL REQUIREMENTS

1. Security Requirement

There is no security requirement associated with this RFSO.

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

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions 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 (2014-06-26) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

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

The data must be submitted electronically on a quarterly basis to the Standing Offer Authority. The Offeror must submit a sample of the Standing Offer Report 30 days after the issuance of Standing Offer.

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

- 1a. Standing Offer Number;
- 1b. Standing Offer Original Value;
- 1c. Standing Offer Total Amended Value;
- 1d. Reporting Period
- 1e. Total Number of Orders for the Reporting Period per Delivery Location;
- 1f. Total Number of Orders for the Reporting Period;

The data must be submitted to the Standing Offer Authority no later than **fifteen (15) calendar days** after the end of the reporting period. An electronic version of the form in Excel spreadsheet format is available from the Standing Offer Authority upon request.

2.3 Standing Offers - Final Usage Report

On completion or termination of the Standing Offer, the Offeror must produce a detailed final usage report with all cumulative data of the call-ups. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically in a Microsoft Excel format 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

3. Term of Standing Offer

3.1 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**.

3.2 Extension of the Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional period of one (1) year, under the same conditions and at the rates or prices specified in the Standing Offer.

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

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Kevin Reynolds
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
"HS" Division
Place du Portage, Phase III, 7B1
11 Laurier Street
Gatineau, QC K1A 0S5
Telephone : 819-956-3996
Facsimile: 819-956-5227
E-mail address: Kevin.reynolds@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Technical Authority

The Technical Authority is:

To be inserted by PWGSC

National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: _____
Telephone : _____
Facsimile: _____
E-mail address: _____

The Technical Authority is responsible for all the technical content of the Work under the resulting contracts. 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 by the Standing Offer Authority.

4.3 Offeror's Representatives

General enquiries

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

Delivery follow-up

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

5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are:

1. Department of National Defence,
To be inserted, or the delegated authorized representative
Telephone: *to be inserted*
Fax: *to be inserted*

6. Call-up Instrument

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

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included). All individual call-ups against the Standing Offer exceeding \$100,000.00 (Applicable Taxes included) will be forwarded to PWGSC for authorization.

8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-06-26), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2014-06-26), General Conditions - Goods (Medium Complexity);
- e) the Annex A - Item Description and Pricing;
- f) the Offeror's offer dated **(To be inserted by PWGSC)** , as amended **(To be inserted by PWGSC)**.

9. Certifications

9.1 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.

10. Applicable Laws

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

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 (2014-06-26), General Conditions - Goods (Medium Complexity) 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 the Contract

3.1 Delivery for Routine Delivery

Delivery of all items must be made within *to be inserted by PWGSC* calendar days from receipt of a call-up against the Standing Offer.

3.2 Delivery for Urgent Deliveries

Urgent deliveries of all items must be made within ten (10) calendar days from receipt of a call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment for the Initial Period

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified, for all items, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian customs duties and excise taxes where applicable and, Applicable Taxes extra.

4.2 Payment of Invoices by Credit Card

The credit card (To be inserted by PWGSC) is accepted.

OR

The credit cards (To be inserted by PWGSC) and (To be inserted by PWGSC) are accepted.

4.5 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C2611C	Customs Duties - Contractor Importer	2007-11-30
H1001C	Multiple Payments	2008-05-12

5. Invoicing Instructions

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

2. The contractor is requested to provide invoices in electronic format to the Procurement Authority unless otherwise specified by the Standing Offer 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:

National Defence Headquarters
MGen George R. Pearkes Bldg
101 Colonel By Drive
Ottawa, On K1A 0K2
Attention: to be inserted by PWGSC

(b) One (1) copy must be forwarded to PWGSC and one (1) copy to the consignee.

Copy of invoice shall be sent with each shipment.

6. SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16

C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractor	2011-05-16
A1009C	Work Site Access	2008-02-12
D2025C	Wood Packaging	2013-11-06
D6010C	Palletization	2007-11-30
B7010C	Marking and Labelling	2008-05-12
B7500C	Excess Goods	2006-06-16
D9002C	Incomplete Assemblies	2007-11-30
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D3010C	Dangerous Goods/Hazardous Products	2007-11-30
D3015C	Dangerous Goods/Hazardous Products	2007-11-30
B1505C	Shipment of Hazardous Materials	2006-06-16
C2611C	Customs Duties - Contractor Importer	2007-11-30
G1005C	Insurance	2008-05-12

7. Preparation for Delivery

7.1 Preparation for Delivery for Items 1 to 4

The Contractor must prepare items 1-4 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.

7.2 Preparation for Delivery for Item 5

The contractor must deliver item 5 in a residue-free, steam cleaned tanker truck.

8. Shipping Instructions

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

2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- (a) 7 CF Supply Depot Lancaster Park
Edmonton, Alberta
Telephone: *to be inserted by PWGSC*
- (b) 25 CF Supply Depot Montreal
Montreal, Qué.
Telephone: *to be inserted by PWGSC*

- c) Canadian Forces Base Borden
Bldg A-176
94 Craftsman Road
Borden, On L0M 1C0
Telephone: *to be inserted by PWGSC*

9. 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.

W8486-140855/A
July, 2014

Annex A –Item Description and Pricing

1. Item Description

Item 1: NSN: 4210-21-860-2953

FOAM LIQUID, FIRE EXTINGUISHING; AQUEOUS FORMING FOAM (AFFF);
LIQUID CONCENTRATE 6 PERCENT; 20 LITRE PAIL CONTAINER BLUE;
CERTIFIED FORMULATION;

Part Number: 431446, **NSCM:** 04JH1

Part Number: CAN/ULC-S560-06, **NSCM:** 35068

Destination: Montreal, QC

Item 2: NSN: 4210-21-860-2953

FOAM LIQUID, FIRE EXTINGUISHING; AQUEOUS FORMING FOAM (AFFF);
LIQUID CONCENTRATE 6 PERCENT; 20 LITRE PAIL CONTAINER BLUE;
CERTIFIED FORMULATION;

Part Number: 431446, **NSCM:** 04JH1

Part Number: CAN/ULC-S560-06, **NSCM:** 35068

Destination: Edmonton, AB

Item 3: NSN: 4210-21-900-4823

FOAM LIQUID, FIRE EXTINGUISHING; AQUEOUS FORMING FOAM (AFFF);
LIQUID CONCENTRATE 3 PERCENT; 20 LITRE PAIL CONTAINER GREEN;
CERTIFIED FORMULATION;

Part Number:431441, **NSCM:** 04JH1

Part Number: CAN/ULC-S560-06, **NSCM:** 35068

Destination: Montreal, QC

Item 4: NSN: 4210-21-900-4823

FOAM LIQUID, FIRE EXTINGUISHING; AQUEOUS FORMING FOAM (AFFF);
LIQUID CONCENTRATE 3 PERCENT; 20 LITRE PAIL CONTAINER GREEN;
CERTIFIED FORMULATION;

Part Number:431441, **NSCM:** 04JH1

Part Number: CAN/ULC-S560-06, **NSCM:** 35068

Destination: Edmonton, AB

Item 5: NSN: 4210-21-906-0787

FOAM LIQUID, FIRE EXTINGUISHING; AQUEOUS FORMING FOAM (AFFF);
 3 PERCENT CONCENTRATE; SHIPPED IN BULK TANKER TRUCK SHIPMENTS
 CERTIFIED FORMULATION;

Part Number: 431438, **NSCM:** 04JH1

Part Number: CAN/ULC-S560-06, **NSCM:** 35068

Destination: Borden, ON

2. Pricing

2.1 Pricing for Routine Delivery – Edmonton

Routine delivery pricing for the initial period – Edmonton From the effective date of Standing Offer for a one (1) year period.			
Item:	Estimated usage per year by container	Quantity of containers per call-up	Firm Price per container
2 NSN: 4210-21-860-2953	450	1 to 48	\$
		49 or more	\$
4 NSN: 4210-21-900-4823	1,750	1 to 384	\$
		385 or more	

Routine delivery pricing for the extended period one (1) – Edmonton 2nd year of Standing Offer			
Item:	Estimated usage per year in container	Quantity of container per call-up	Firm Price per container
2 NSN: 4210-21-860-2953	450	1 to 48	\$
		49 or more	\$
4 NSN: 4210-21-900-4823	1,750	1 to 384	\$
		385 or more	\$

Routine delivery pricing for the extended period two (2) – Edmonton 3rd year of Standing Offer			
Item:	Estimated usage per	Quantity of	Firm Price per

	year in container	container per call-up	container
2 NSN: 4210-21-860-2953	450	1 to 48	\$
		49 or more	\$
4 NSN: 4210-21-900-4823	1,750	1 to 384	\$
		385 or more	\$

2.2 Pricing for Urgent Delivery – Edmonton

Urgent delivery pricing for the initial period – Edmonton			
From the effective date of Standing Offer for one (1) year period.			
Item:	Estimated usage per year in container	Quantity of container per call-up	Firm Price per container
2 NSN: 4210-21-860-2953	48	1 to 24	\$
		25 or more	\$
4 NSN: 4210-21-900-4823	600	1 to 48	\$
		49 or more	\$

Urgent delivery pricing for the extended period one (1) – Edmonton			
2nd Year of Standing Offer			
Item:	Estimated usage per year in container	Quantity of container per call-up	Firm Price per container
2 NSN: 4210-21-860-2953	48	1 to 24	\$
		25 or more	\$
4 NSN: 4210-21-900-4823	600	1 to 48	\$
		49 or more	\$

Urgent delivery pricing for the extended period two (2) – Edmonton			
3rd Year of Standing Offer			
Item:	Estimated usage per year in container	Quantity of container per call-up	Firm Price per container
2 NSN: 4210-21-860-2953	48	1 to 24	\$
		25 or more	\$

4 NSN: 4210-21-900-4823	600	1 to 48	\$
		49 or more	\$

2.3 Pricing for Routine Delivery – Montreal

Routine delivery pricing for the initial period – Montreal			
From the effective date of Standing Offer for a one (1) year period			
Item:	Estimated usage per year in container	Quantity of container per call-up	Firm Price per container
1 NSN: 4210-21-860-2953	450	1 to 48	\$
		49 or more	\$
3 NSN: 4210-21-900-4823	1,750	1 to 384	\$
		385 or more	\$

Routine delivery pricing for the extended period one (1) – Montreal			
2nd year of Standing Offer			
Item:	Estimated usage per year in container	Quantity of container per call-up	Firm Price per container
1 NSN: 4210-21-860-2953	450	1 to 48	\$
		49 or more	\$
3 NSN: 4210-21-900-4823	1,750	1 to 384	\$
		385 or more	\$

Routine delivery pricing for the extended period two (2) – Montreal			
3rd Year of Standing Offer			
Item:	Estimated usage per year in container	Quantity of container per call-up	Firm Price per container
1 NSN: 4210-21-860-2953	450	1 to 48	\$
		49 or more	\$
3 NSN: 4210-21-900-4823	1,750	1 to 384	\$
		385 or more	\$

2.4 Pricing for Urgent Delivery – Montreal

Urgent delivery pricing for the initial period – Montreal			
From the effective date of Standing Offer for one (1) year period			
Item:	Estimated usage per year in container	Quantity of container per call-up	Firm Price per container
1 NSN: 4210-21-860-2953	48	1 to 24	\$
		25 or more	\$
3 NSN: 4210-21-900-4823	600	1 to 48	\$
		49 or more	\$

Urgent delivery pricing for the extended period one (1) – Montreal			
2nd Year of Standing Offer			
Item:	Estimated usage per year in container	Quantity of container per call-up	Firm Price per container
1 NSN: 4210-21-860-2953	48	1 to 48	\$
		49 or more	\$
3 NSN: 4210-21-900-4823	600	1 to 384	\$
		385 or more	\$

Urgent delivery pricing for the extended period two (2) – Montreal			
3rd Year of Standing Offer			
Item:	Estimated usage per year in container	Quantity of container per call-up	Firm Price per container
1 NSN: 4210-21-860-2953	48	1 to 48	\$
		49 or more	\$
3 NSN: 4210-21-900-4823	600	1 to 384	\$
		385 or more	\$

2.5 Pricing for Routine Delivery – Borden

Routine delivery pricing for the initial period – Borden From the effective date of Standing Offer for one (1) Year period			
Item:	Estimated usage per year in litres	Quantity of litres per call-up	Firm Price per litre
5 NSN: 4210-21-906-0787	36,000	10,000 to 20,000	\$
		20,001 and over	\$

Routine delivery pricing for the extended period one (1) – Borden 2nd Year of Standing Offer			
Item:	Estimated usage per year in litres	Quantity of litres per call-up	Firm Price per litre
5 NSN: 4210-21-906-0787	36,000	10,000 to 20,000	\$
		20,001 and over	\$

Routine delivery pricing for the extended period two (2) – Borden 3rd Year of Standing Offer			
Item:	Estimated usage per year in litres	Quantity of litres per call-up	Firm Price per litre
5 NSN: 4210-21-906-0787	36,000	10,000 to 20,000	\$
		20,001 and over	\$

2.6 Pricing for Urgent Delivery – Borden

Urgent delivery pricing for the initial period – Borden From the effective date of Standing Offer for one (1) Year Period			
Item:	Estimated usage per year in litres	Quantity of litres per call-up	Firm Price per litre
5 NSN: 4210-21-906-0787	18,000	10,000 to 20,000	\$
		20,001 and over	\$

Urgent delivery pricing for the extended period one (1) – Borden 2nd Year of Standing Offer			
Item:	Estimated usage per year in litres	Quantity of litres per call-up	Firm Price per litre

5 NSN: 4210-21-906-0787	18,000	10,000 to 20,000	\$
		20,001 and over	\$

Urgent delivery pricing for the extended period two (2) – Borden 3rd Year of Standing Offer			
Item:	Estimated usage per year in litres	Quantity of litres per call-up	Firm Price per litre
5 NSN: 4210-21-906-0787	18,000	10,000 to 20,000	\$
		20,001 and over	\$