

**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 0B2 / Noyau 0B2**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> NISO - SHEET, METAL	
<b>Solicitation No. - N° de l'invitation</b> W8486-152259/A	<b>Date</b> 2015-04-28
<b>Client Reference No. - N° de référence du client</b> W8486-152259	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-619-67205	
<b>File No. - N° de dossier</b> hs619.W8486-152259	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-06-08</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Vlahos, Helen	<b>Buyer Id - Id de l'acheteur</b> hs619
<b>Telephone No. - N° de téléphone</b> (819) 956-1107 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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

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

Solicitation No. - N° de l'invitation

W8486-152259/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hs619W8486-152259

Buyer ID - Id de l'acheteur

hs619

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

W8486-152259

CCC No./N° CCC - FMS No/ N° VME

---

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## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings

### **PART 2 - OFFEROR INSTRUCTIONS**

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Offers
- 2.3 Enquiries - Request for Standing Offers
- 2.4 Applicable Laws
- 2.5 Environmental Considerations
- 2.6 Design Data List (DDL) Request

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

- 3.1 Offer Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

### **PART 5 - CERTIFICATIONS**

- 5.1 Certifications Precedent to Issuance of a Standing Offer
- 5.2 Additional Certifications Precedent to Issuance of a Standing Offer

### **PART 6 - FINANCIAL REQUIREMENTS**

- 6.1. Financial Capability

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

#### **A. STANDING OFFER**

- 7.1 Offer
- 7.2 Security Requirement
- 7.3 Standard Clauses and Conditions
- 7.4 Term of Standing Offer
- 7.5 Authorities
- 7.6 Identified Users
- 7.7 Call-up Instrument
- 7.8 Limitation of Call-ups
- 7.9 Financial Limitation
- 7.10 Priority of Documents
- 7.11 Certifications
- 7.12 Applicable Laws

#### **B. RESULTING CONTRACT CLAUSES**

- 7.1 Requirement

Solicitation No. - N° de l'invitation  
W8486-152259/A  
Client Ref. No. - N° de réf. du client  
W8486-152259

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hs619W8486-152259

Buyer ID - Id de l'acheteur  
hs619  
CCC No./N° CCC - FMS No./N° VME

---

- 7.2 Standard Clauses and Conditions
- 7.3 Term of Contract
- 7.4 Payment
- 7.5 Invoicing Instructions
- 7.6 SACC Manual Clauses
- 7.7 Preparation for Delivery
- 7.8 Special Instructions

**List of Attachments**

- 1 - Annex A - Pricing
- 2 - Annex B - List of Complete Destination Addresses
- 3- Annex C - Quarterly Usage Report

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## PART 1 - GENERAL INFORMATION

### 1.1 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

- Annex A: Pricing  
Annex B: Standing Offer Quarterly Usage Reports

### 1.2 Summary

The requirement is to establish a National Individual Standing Offer (NISO) for the Department of National Defence (DND), to purchase Sheet Metal on a as-and-when-required basis. This NISO will be in place for one (1) firm year with two (2) additional option years.

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#) and [2007](#), Offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

"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)."

The requirement is detailed at Annex "A", and in accordance with the Design Data List (DDL-8486-152259 dated 2015-02-26).

Solicitation No. - N° de l'invitation

W8486-152259/A

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

W8486-152259

Amd. No. - N° de la modif.

File No. - N° du dossier

hs619W8486-152259

Buyer ID - Id de l'acheteur

hs619

CCC No./N° CCC - FMS No./N° VME

---

To order a copy of the DDL, drawings, and specifications, offerors must contact the Contracting Authority by email and provide their full mailing address. If offerors have not received the documents at least ten (10) calendar days prior to bid closing date, bidders should communicate with the Contracting Authority.

### **1.3 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 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 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 (2014-09-25) 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

### 2.2 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.

### 2.3 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.

### 2.4 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.

## **2.5 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, the Technical Authority or the Procurement 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.

## **2.6 Design Data List (DDL) Request**

To order a copy of the DDL, drawings, and specifications, offerors must contact the Contracting Authority by email and provide their full mailing address. If offerors have not received the documents at least ten (10) calendar days prior to bid closing date, offerors should communicate with the Contracting Authority.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1. Offer Preparation Instructions

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.

#### 1. Equivalent Products

- 1. Products that are equivalent in form, fit, function, quality and performance to the item(s) specified in the bid solicitation will be considered where the Offeror:
  - (a) designates the brand name and model and/or part number and NSCM/CAGE of the substitute product;
- 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 Contracting 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 Request for Standing Offer for that item.
- 3. In conducting its evaluation of the offers, Canada may, but will have no obligation to, request offerors offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the Request for Standing Offer, at the sole cost of offerors, within three (3) business days (or other delay specified herein) of the request. If the offeror fails to provide the requested information within the specified delay, Canada may declare the offer non-responsive.

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## 1.1 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 bidder provides upon request of the Contracting 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 bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days (or other delay specified herein) of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

## 2. Samples

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within fourteen (14) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

## Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment specified in Part 7B and at Annex A - Pricing. The total amount of applicable taxes must be shown separately.

Offerors must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included and Applicable Taxes where applicable.

### 3.1.2 Exchange Rate Fluctuation Risk Mitigation

1. The Offeror may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Offeror claims for an exchange rate adjustment, this request must be clearly indicated in the offer at time of bidding. The Offeror must submit form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments before issuance of a standing offer, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.

3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).

4. At time of bidding, the Offeror must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#) , for each line item where they want to invoke the exchange rate fluctuation provision. Where offers are

Solicitation No. - N° de l'invitation  
W8486-152259/A  
Client Ref. No. - N° de réf. du client  
W8486-152259

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hs619W8486-152259

Buyer ID - Id de l'acheteur  
hs619  
CCC No./N° CCC - FMS No./N° VME

---

evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

5. Alternate rates or calculations proposed by the Offeror will not be accepted for the purposes of this exchange rate fluctuation provision.

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

### **Section IV: Additional Information**

Canada requests that offerors submit the following information:

#### **1. Best Delivery Date - Bid**

While delivery is requested within fifteen (15) calendar days, the best delivery that could be offered is \_\_\_\_\_ calendar days from receipt of a call-up against the Standing Offer.

#### **2. Offeror's Representatives**

Canada requests that offerors provide information for the contact person responsible for:

#### **General enquiries**

Name:  
Telephone No:  
Facsimile No:  
E-mail address:

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

Name:  
Telephone No:  
Facsimile No:  
E-mail address:

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 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.

#### 4.1.1 Mandatory Technical Evaluation Criteria – Products Conformance Certification

Offerors must complete the Products Conformance Certification in Part 5.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 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.

Offerors must quote a price for all items and for all destinations included in Annex A – Pricing.

To determine the lowest aggregate evaluated price, the following estimated quantity per item and per year will be multiplied by the firm unit price:

Item	NSN	Estimated Quantity per year – for evaluation purposes
001	9515-21-1110844	100
002	9515-21-1110844	150
003	9515-21-1110845	200
004	9515-21-1110845	100

### 4.2 Basis of Selection

An offer must comply with the requirements of the RFSO including the technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest aggregate evaluated price, including the extended period of two (2) additional one (1) year option, 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.

### **5.1 Certifications Required Precedent to Standing Offer Award and Certifications Required with the Offer**

### **5.2 Certifications Required Precedent to Standing Offer Award**

#### **5.2.1 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.

#### **5.2.3 Federal Contractors Program for Employment Equity – Standing Offer**

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare an offer non-responsive 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 standing offer award.

Canada will also have the right to terminate the Standing Offer 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 Standing Offer.

The Offeror must provide the Procurement Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before standing offer award. If the Offeror is a Joint Venture, the Offeror must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

#### **5.2.4 Product Conformance**

The Offeror certifies that all goods proposed conform, and will continue to conform throughout the duration of the standing offer, to the requirement detailed under the "Annex A Detail" and in the Design Data List (**DDL-8486-152259 dated 2015-02-26**)

Solicitation No. - N° de l'invitation  
W8486-152259/A  
Client Ref. No. - N° de réf. du client  
W8486-152259

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hs619W8486-152259

Buyer ID - Id de l'acheteur  
hs619  
CCC No./N° CCC - FMS No./N° VME

---

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

\_\_\_\_\_  
Bidder's authorized representative signature

\_\_\_\_\_  
Date

Solicitation No. - N° de l'invitation  
W8486-152259/A  
Client Ref. No. - N° de réf. du client  
W8486-152259

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hs619W8486-152259

Buyer ID - Id de l'acheteur  
hs619  
CCC No./N° CCC - FMS No./N° VME

---

## **PART 6 - FINANCIAL REQUIREMENTS**

### **6.1 Financial Capability**

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

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A", and in accordance with the Design Data List (DDL-8486-152259 dated 2015-02-26).

#### 7.2. Security Requirement

There is no security requirement applicable to this Standing Offer.

#### 7.3 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.

##### 7.3.1 General Conditions

**2005** (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods to the federal government under contracts resulting from the Standing Offer. The data must be submitted on quarterly basis to the Public Works and Government Services Canada Standing Offer Authority. The Offeror shall provide to the Standing Offer Authority quarterly reports on usage of the Standing Offer, showing the following information:

- a) date of order;
- b) consignee code/address;
- c) quantity ordered;
- d) total value (including GST/HST);

Quarterly periods are defined as follows:

- 1st quarter: July 1 to September 30;
- 2nd quarter: October 1 to December 31;
- 3rd quarter: January 1 to March 31;
- 4th quarter: April 1 to June 30.

Reports must be completed and forwarded to the Standing Offer Authority no later than 15 calendar days after the end of the quarterly period. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

#### 7.4 Term of Standing Offer

##### 7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from issuance of the Standing Offer to **(to be inserted by PWGSC)**

#### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods 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 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.

#### 7.5. Authorities

##### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:  
Helen Vlahos  
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 : 819-956-1107  
Facsimile: 819-956-5227  
E-mail address: helen.vlahos@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 Standing Offer Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

##### 7.5.2 Procurement Authority

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

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

##### 7.5.3 Offeror's Representative

###### General enquiries

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

###### Delivery follow-up

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

#### 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence  
DLP 3 Personnel  
MGen George R. Pearkes bldg..  
101 Colonel By Drive, Ottawa, Ontario K1A 0K2.

## 7.7 Call-up Instrument

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

## 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes included). All individual call-ups against the Standing Offer exceeding \$50,000.00 (Applicable Taxes included) must be forwarded to PWGSC for authorization.

## 7.9 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** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) 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.

## 7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services
- d) The general conditions 2010A (2014-11-27)
- e) Annex A - Pricing
- f) Annex B- List of Complete Destination Addresses
- g) Annex C – Quarterly Usage Report
- h) the Offeror's offer dated (**to be inserted by PWGSC**)

## 7.11 Certifications

### 7.11.1 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.

## 7.12 Applicable Laws

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

### **7.1 Requirement**

The Contractor must provide the items detailed in the call-up against the Standing Offer, and in accordance with the Design Data List (DDL-8486-152259 dated 2015-02-26).

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010A (2014-09-25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2014-09-25) General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards at point of sale.

### **7.3 Term of Contract**

#### **7.3.1 Delivery Date**

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

### **7.4 Payment**

#### **7.4.1 Basis of Payment**

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

##### **7.4.1.1 Exchange Rate Fluctuation Adjustment**

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

Adjustment = FCC x Qty x (  $i_1 - i_0$  ) /  $i_0$

where formula variables correspond to:

**FCC**

Foreign Currency Component (per unit)

$i_0$

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

$i_1$

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

**Qty**  
quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#)  (i.e.  $[i_1 - i_0] / i_0$ ).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

**7.4.2 SACC Manual Clauses**

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

**7.5 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 unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
  - (a) The original must be forwarded or e-mail to the Procurement Authority identified under the section entitled "Authorities" of the Standing Offer 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 Standing Offer.

**7.6 SACC Manual Clauses**

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
B4042C	Identification Markings	2008-05-12
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2011-05-16

D2025C	Wood Packaging Materials	2013-11-06
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12
W0002D	Delivery Requirements Outside a Comprehensive Land Claims Settlement Area	2000-12-01

## 7.7. Preparation for Delivery

### 7.7.1 Packaging Requirement using Specification D-LM-008-036/SF-000

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.

### 7.7.2. Shipping Instructions - Delivery and Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination and as detailed in Annex B). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. 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 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: 780-973-4011, ext. 4524

(b) 25 CF Supply Depot Montreal  
Montreal, Qué.  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282

## 7.8 Special Instructions

Weight per pallet shall not exceed 2,500 pounds

Solicitation No. - N° de l'invitation  
W8486-152259/A  
Client Ref. No. - N° de réf. du client  
W8486-152259

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hs619W8486-152259

Buyer ID - Id de l'acheteur  
hs619  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "A"**

**Pricing**

***(Attached)***

Solicitation No. - N° de l'invitation  
W8486-152259/A  
Client Ref. No. - N° de réf. du client  
W8486-152259

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hs619W8486-152259

Buyer ID - Id de l'acheteur  
hs619  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "B"**

**List of complete destinations addresses**  
*(Attached)*

Solicitation No. - N° de l'invitation  
W8486-152259/A  
Client Ref. No. - N° de réf. du client  
W8486-152259

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hs619W8486-152259

Buyer ID - Id de l'acheteur  
hs619  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "C"**

**Standing Offer Quarterly Usage Reports**

***(Attached)***

ANNEX A – PRICING – CFB Montreal & Edmonton

Item No	Description	Estimated Quantity for evaluation purposes	Destination	Firm Unit Price (Applicable Taxes Extra)		
				Firm Period	Extended Period	Extended Period
				Date of SO to July 31, 2016	August 1 2016 to July 31, 2017	August 1 2017 to July 31, 2018
1	NSN: 9515-21-1110844 Part Number: 1075283-1 NSCM: 35907  P/N offered: _____ NSCM offered: _____	100	CFB Montreal	\$ _____  Delivery: _____	\$ _____  Delivery: _____	\$ _____  Delivery: _____
2	NSN: 9515-21-1110844 Part Number: 1075283-1 NSCM: 35907  P/N offered: _____ NSCM offered: _____	150	CFB Edmonton	\$ _____  Delivery: _____	\$ _____  Delivery: _____	\$ _____  Delivery: _____
3	NSN: 9515-21-1110845 Part Number: 1075283-2 NSCM: 35907  P/N offered: _____ NSCM offered: _____	200	CFB Montreal	\$ _____  Delivery: _____	\$ _____  Delivery: _____	\$ _____  Delivery: _____
4	NSN: 9515-21-1110845 Part Number: 1075283-1 NSCM: 35907  P/N offered: _____ NSCM offered: _____	100	CFB Edmonton	\$ _____  Delivery: _____	\$ _____  Delivery: _____	\$ _____  Delivery: _____

**ANNEX B – List of complete destinations addresses**

**QUEBEC REGION:**

25 Canadian Forces Consolidated Depot Montreal  
Receipts Section, Traffic Supervisor  
Montreal Quebec  
Canada  
514-252-2777 ext. 2313 or 2363

**WESTERN REGION:**

7 Canadian Forces Supply Depot Lancaster Park  
Receipts Section, Traffic Supervisor  
Edmonton Alberta  
403-973-4011 ext. 4524

