

**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 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

<b>Title - Sujet</b> RFSO - LSVW - HLVW HEATER KITS	
<b>Solicitation No. - N° de l'invitation</b> W8486-162848/A	<b>Date</b> 2015-11-04
<b>Client Reference No. - N° de référence du client</b> W8486-162848	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HS-634-68275
<b>File No. - N° de dossier</b> hs634.W8486-162848	<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 2015-12-15</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Paquin, Benoît	<b>Buyer Id - Id de l'acheteur</b> hs634
<b>Telephone No. - N° de téléphone</b> (819)956-0578 ( )	<b>FAX No. - N° de FAX</b> (819)956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> 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**

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 INTRODUCTION.....	2
1.2 SUMMARY .....	2
1.3 DEBRIEFINGS .....	2
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF OFFERS .....	3
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	3
2.4 APPLICABLE LAWS.....	3
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>4</b>
3.1. OFFER PREPARATION INSTRUCTIONS.....	4
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	7
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	8
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION8	
<b>PART 6 - FINANCIAL REQUIREMENTS .....</b>	<b>10</b>
6.1 FINANCIAL CAPABILITY .....	10
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
<b>A. STANDING OFFER .....</b>	<b>11</b>
7.1 OFFER.....	11
7.2 SECURITY REQUIREMENTS .....	11
7.3 STANDARD CLAUSES AND CONDITIONS.....	11
7.4 TERM OF STANDING OFFER .....	12
7.5. AUTHORITIES .....	12
7.6 IDENTIFIED USERS.....	13
7.7 CALL-UP INSTRUMENT .....	13
7.8 LIMITATION OF CALL-UPS .....	13
7.9 PRIORITY OF DOCUMENTS .....	14
7.10 CERTIFICATIONS .....	14
7.11 APPLICABLE LAWS.....	14
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>14</b>
7.1 REQUIREMENT .....	14
7.2 STANDARD CLAUSES AND CONDITIONS.....	14
7.3 TERM OF CONTRACT .....	15
7.4 PAYMENT .....	15
7.5 INVOICING INSTRUCTIONS .....	16
7.6 SACC MANUAL CLAUSES .....	16
7.7 PREPARATION FOR DELIVERY .....	17
7.8 SHIPPING INSTRUCTIONS - DELIVERY AND DESTINATION.....	17
<b>ANNEX A - ITEM DESCRIPTION AND PRICING.....</b>	<b>18</b>

## **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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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.

### **1.2 Summary**

This requirement is to establish a National Individual Standing Offer (NISO) for the purchase of heater kits for the Light Support Vehicular Wheeled (LSVW) and Heavy Logistic Vehicular Wheeled (HLVW) in accordance with Annex A - Item Description and Pricing.

This requirement is for an initial period of two (2) years from the effective date of the Standing Offer, with an option to extend the offer by three (3) 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).

### **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) (<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 (2015-07-03) 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 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.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (1 hard copy)
- 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.

#### 3.1.1 Equivalent Products

1. Products that are equivalent in form, fit, function, quality and performance to the item(s) specified in the offer will be considered where the offeror:

- (a) designates the brand name, model and/or part number of the substitute product;
- (b) states that the substitute product is fully interchangeable with the item specified;
- (c) provides complete specifications and descriptive literature for each substitute product;
- (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the Request for Standing Offer; and
- (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2. Products offered as equivalent in form, fit, function, quality and performance will not be considered if:

(a) the offer fails to provide all the information requested to allow the Standing offer authority to fully evaluate the equivalency of each substitute product; or

(b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the offer for that item.

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

### 3.1.2 Samples

#### 3.1.2.1 Substitute Product and Replacement Part Number from OEM - Samples

If the Offeror offers a substitute product or a replacement part number from the OEM, Canada reserves the right to request a sample from the Offeror in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the request for standing offer.


The Offeror must, upon request from the Standing offer 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 Offeror 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 request for standing offer or the Offeror fails to comply with the request of the Standing offer authority, the offer will be declared non-responsive.

### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Part 7B and Annex A - Item Description and Pricing.


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

### 3.1.3 Exchange Rate Fluctuation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments with its bid, 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 Bidder 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 Bidder 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 bids are 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.

Solicitation No. - N° de l'invitation  
W8486-162848/A  
Client Ref. No. - N° de réf. du client  
W8486-162848

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HS634.W8486-162848

Buyer ID - Id de l'acheteur  
HS634  
CCC No./N° CCC - FMS No./N° VME

5. Alternate rates or calculations proposed by the Bidder 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:

#### 3.1.4 Delivery

While delivery is requested within **sixty (60) calendar days** after receipt of a call-up against a Standing Offer, the best delivery that could be offered is as follows:

Item 001 within \_\_\_\_\_ **calendar days** from the receipt of a call-up against a Standing Offer.  
Item 002 within \_\_\_\_\_ **calendar days** from the receipt of a call-up against a Standing Offer.  
Item 003 within \_\_\_\_\_ **calendar days** from the receipt of a call-up against a Standing Offer.  
Item 004 within \_\_\_\_\_ **calendar days** from the receipt of a call-up against a Standing Offer.

#### 3.1.5 Offerors 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: \_\_\_\_\_

## **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 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria - Part Number and NCAGE**

Offerors must indicate the Part Number and the NCAGE offered in Annex A - Item Description and Pricing.

##### **4.1.1.2 Mandatory Technical Criteria - Substitute Products**

Offerors proposing a substitute product must meet the following criteria:

In order to be considered for the evaluation of a substitute product, Offerors must provide all required technical information (as detailed in Part 3, Section I, of this RFSO) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these substitute products.

##### **4.1.1.3 Mandatory Technical Criteria - Substitute Products**

Offerors proposing a replaced part number must meet the following criteria:

In order to be considered for the acceptance of a replaced part number (superseded or obsolete), Offerors must provide:

- a. proof by submitting a copy of a Certificate of Conformity from the Original Equipment Manufacturer (OEM) providing justification/explanation that the replaced part numbers are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or
- b. all required technical information (as detailed in Part 3, Section I, of this RFSO) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Evaluation Criteria**

The price of the offer will be evaluated 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 submit an offer for all items and all years.

### **4.2 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 evaluated aggregate price for all items, all price range and all years, including the extended periods, will be recommended for issuance of a standing offer.



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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### 5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

#### 5.2.2 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](#) 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.

Solicitation No. - N° de l'invitation  
W8486-162848/A  
Client Ref. No. - N° de réf. du client  
W8486-162848

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HS634.W8486-162848

Buyer ID - Id de l'acheteur  
HS634  
CCC No./N° CCC - FMS No./N° VME

## 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

### 5.2.3.1 General Environmental Criteria Certification

The Offeror must select and complete one of the following two certification statements.

A) The Offeror certifies that the Offeror is registered or meets ISO 14001.

\_\_\_\_\_  
Offeror's Authorized Representative Signature

\_\_\_\_\_  
Date

Or

B) The Offeror certifies that the Offeror meets and will continue to meet throughout the duration of the Standing Offer, a minimum of four (4) out of six (6) criteria identified in the table below.

The Offeror must indicate which four (4) criteria, as a minimum, are met.

<b>Green Practices within the Offeror's organization</b>	<b>Insert a checkmark for each criterion that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Offeror's Authorized Representative Signature

\_\_\_\_\_  
Date

Solicitation No. - N° de l'invitation  
W8486-162848/A  
Client Ref. No. - N° de réf. du client  
W8486-162848

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HS634.W8486-162848

Buyer ID - Id de l'acheteur  
HS634  
CCC No./N° CCC - FMS No./N° VME

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## **PART 6 - FINANCIAL REQUIREMENTS**

### **6.1 Financial Capability**

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

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirements

7.2.1 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 (2015-09-03) 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, services or both to the federal government under contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data, in electronic format (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 and the Procurement 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 reporting requirements includes, but is not limited to, the following information:

- a. Standing Offer Number;
- b. Standing Offer Title and Description;
- c. Reporting Period (Quarter and Per Fiscal Year);
- d. Total Number of Orders and associated value (applicable taxes included) for the Reporting Period (Quarter);
- e. Total Number of Orders and associated value (applicable taxes included) (Per Fiscal Year);
- f. Total Number of Orders and associated value (applicable taxes included) (For the duration of the Standing Offer)

The data must be submitted to the Standing Offer Authority no later than **fifteen (15) calendar days** after the end of the reporting period.

### **7.3.3 Standing Offers - Final Report**

On completion or termination of the National Individual Standing Offer (NISO), the offeror must produce a detailed final report with all cumulative data of the call-ups. Data must also include all purchases paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically to the Standing Offer Authority, no later than **thirty (30) calendar days** after the end of the completion or the set-aside of the Standing Offer.

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from the effective date 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 three (3) 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 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:

Benoit Paquin  
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 : 819-956-0578  
Facsimile: 819-956-5227  
E-mail address: benoit.paquin@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.

### **7.5.2 Procurement Authority**

The Procurement Authority is:

#### **To be inserted by PWGSC**

National Defence Headquarters  
Mgen George R. Pearkes Building

Solicitation No. - N° de l'invitation  
W8486-162848/A  
Client Ref. No. - N° de réf. du client  
W8486-162848

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HS634.W8486-162848

Buyer ID - Id de l'acheteur  
HS634  
CCC No./N° CCC - FMS No./N° VME

101 Colonel By Drive  
Ottawa ON K1A 0K2  
Attention: DLP  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer.

### 7.5.3 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, ON K1A 0K2  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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

### 7.5.4 Offeror's Representative

**General enquiries**

Name: **to be inserted by PWGSC**

Telephone No. :

Facsimile No.:

E-mail address:

**Delivery follow-up**

Name: **to be inserted by PWGSC**

Telephone No. :

Facsimile No. : \_\_\_\_\_

E-mail address:

### 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : DLP 4-3 or its delegated representative.

### 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 or electronic document.

### 7.8 Limitation of Call-ups

For Identified Users, Individual call-ups against the Standing Offer must not exceed \$75,000.00 (Applicable Taxes included).

Requirement exceeding the \$75,000.00 call-up limitation up to \$400,000.00 (Applicable Taxes included) must be submitted to PWGSC Standing Offer Authority for review and authorization.

Requirement exceeding \$400,000.00 (Applicable Taxes included) must be submitted to PWGSC Standing Offer Authority in the form of a funded requisition for processing.

#### **7.9 Priority of Documents**

If there is a discrepancy between the wordings 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 Annex A - Item description and Pricing;
- d) the general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- e) the general conditions 2010A (2015-09-03); General Conditions - Medium Complexity - Goods;
- f) the Offeror's offer dated **(to be inserted by PWGSC)**, " or ", as amended **(to be inserted by PWGSC)**.

#### **7.10 Certifications**

##### **7.10.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

##### **7.11 Applicable Laws**

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

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

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

#### **7.1 Requirement**

The Contractor must provide the items detailed in the call-up against the Standing Offer.

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

##### **7.2.1 General Conditions**

2010A (2015-09-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

## 7.3 Term of Contract

### 7.3.1 Delivery Date

Delivery must be completed as follow :

Item 001 within **To be inserted by PWGSC** calendar days from the receipt of a call-up against a Standing Offer.

Item 002 within **To be inserted by PWGSC** calendar days from the receipt of a call-up against a Standing Offer.

Item 003 within **To be inserted by PWGSC** calendar days from the receipt of a call-up against a Standing Offer.

Item 004 within **To be inserted by PWGSC** calendar days from the receipt of a call-up against a 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 the initial and extended periods, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra, in accordance with Annex A - Item Description and Pricing.

### 7.4.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.4.3 SACC Manual Clauses

SACC Reference	Title	Date
H1001C	Multiple Payments	2008-05-12

### 7.4.4 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<sub>1</sub> - i<sub>0</sub> ) / i<sub>0</sub>  
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 and services, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the call-up is issued. 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.

#### 7.5 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. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the consignee for certification and payment;
  - (b) One (1) copy must be forwarded to the following address:

Department of National Defence  
National Defence Headquarters  
Mgen. George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Attention: **to be inserted by PWGSC**

#### 7.6 SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	12/05/08
B7500C	Excess Goods	16/06/06
C2800C	Priority Rating	16/05/11
C2801C	Priority Rating - Canadian-based Contractors	16/05/11
D2000C	Marking	30/11/07
D2001C	Labelling	30/11/07

Solicitation No. - N° de l'invitation  
W8486-162848/A  
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W8486-162848

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HS634.W8486-162848

Buyer ID - Id de l'acheteur  
HS634  
CCC No./N° CCC - FMS No./N° VME

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D2025C	Wood Packaging Materials	12/12/08
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	16/08/10
D6010C	Palletization	30/11/07
D9002C	Incomplete Assemblies	30/11/07
G1005C	Insurance	12/05/08

#### 7.7 Preparation for Delivery

The Contractor must prepare the item 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 the item in quantities of one (1) per package.

#### 7.8 Shipping Instructions - Delivery and Destination

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

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

- (a) 7 CF Supply Depot Lancaster Park  
Edmonton, Alta  
Telephone: 780-973-4011, ext. 4524
- (b) 25 CF Supply Depot Montreal  
Montreal, Qué.  
Email: [25dafctrafficrdv@forces.gc.ca](mailto:25dafctrafficrdv@forces.gc.ca)

## ANNEX A - ITEM DESCRIPTION AND PRICING

### 1.1 Definition

Initial period year 1 is from the effective date of the Standing Offer to To be inserted by PWGSC.

The initial period year 2 is from To be inserted by PWGSC to To be inserted by PWGSC.

The extended period year 1 is from To be inserted by PWGSC to To be inserted by PWGSC.

The extended period year 2 is from To be inserted by PWGSC to To be inserted by PWGSC.

The extended period year 3 is from To be inserted by PWGSC to To be inserted by PWGSC.

### 1.2 Description of Item 001 and Item 002

GSIN:N2990, NSN:2990200007028, PARTS KIT,HEATER,COOLANT,ENGINE

Part No.: 501-0170-1017, NSCM/CAGE: 38453

End item identification: Light Support Vehicular Wheeled (LSVW)

#### 1.2.1

Part no. Offered: \_\_\_\_\_,

NSCM/CAGE Offered: \_\_\_\_\_.

#### 1.2.2 Pricing of Item 001 (Delivery to 7 CF Supply Depot Lancaster Park, Edmonton)

	Quantity: from 5 to 29	Quantity: 30 and above
Initial period year 1	\$ /EA	\$ /EA
Initial period year 2	\$ /EA	\$ /EA
Extended period year 1	\$ /EA	\$ /EA
Extended period year 2	\$ /EA	\$ /EA
Extended period year 3	\$ /EA	\$ /EA

#### 1.2.3 Pricing of Item 002 (Delivery to 25 CF Supply Depot Montreal)

	Quantity: from 5 to 29	Quantity: 30 and above
Initial period year 1	\$ /EA	\$ /EA
Initial period year 2	\$ /EA	\$ /EA
Extended period year 1	\$ /EA	\$ /EA
Extended period year 2	\$ /EA	\$ /EA
Extended period year 3	\$ /EA	\$ /EA

### 1.3 Description of Item 003 and Item 004

Solicitation No. - N° de l'invitation  
W8486-162848/A  
Client Ref. No. - N° de réf. du client  
W8486-162848

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HS634.W8486-162848

Buyer ID - Id de l'acheteur  
HS634  
CCC No./N° CCC - FMS No./N° VME

GSIN:N2540, NSN:2540200020022, PARTS KIT,VEHICULAR COMPARTMENT HEATER  
Part No.: 97-1978-235, NSCM/CAGE: 38453  
End item identification: Heavy Logistic Vehicle Wheeled (HLVW)

### 1.3.1

Part no. Offered: \_\_\_\_\_,  
NSCM/CAGE Offered: \_\_\_\_\_.

### 1.3.2 Pricing of Item 003 (Delivery to 7 CF Supply Depot Lancaster Park, Edmonton)

	Quantity: from 5 to 29	Quantity: 30 and above
Initial period year 1	\$ /EA	\$ /EA
Initial period year 2	\$ /EA	\$ /EA
Extended period year 1	\$ /EA	\$ /EA
Extended period year 2	\$ /EA	\$ /EA
Extended period year 3	\$ /EA	\$ /EA

### 1.3.3 Pricing of Item 004 (Delivery to 25 CF Supply Depot Montreal)

	Quantity: from 5 to 29	Quantity: 30 and above
Initial period year 1	\$ /EA	\$ /EA
Initial period year 2	\$ /EA	\$ /EA
Extended period year 1	\$ /EA	\$ /EA
Extended period year 2	\$ /EA	\$ /EA
Extended period year 3	\$ /EA	\$ /EA