

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

Title - Sujet Aqueous Film Forming Foam	
Solicitation No. - N° de l'invitation W8486-163054/A	Date 2016-03-29
Client Reference No. - N° de référence du client W8486-163054	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HS-639-70706
File No. - N° de dossier hs639.W8486-163054	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-05-12	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Beaudry, Christine	Buyer Id - Id de l'acheteur hs639
Telephone No. - N° de téléphone (873)469-3335 ()	FAX No. - N° de FAX (819)956-5227
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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six 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 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |
| | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annex include the Description of the items and Pricing.

1.2 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 (A.F.F.F.), certified to standard CAN/ULC-S560-06, current edition.

This requirement will be an initial period of one (1) year from the effective date of the Standing Offer, 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), the Canada-Columbia Free Trade Agreement (CCOFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Panama Free Trade Agreement (CPAFTA) 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 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

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 (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 Improvement of Requirement during Solicitation Period

Should Offerors consider that the requirement 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.

2.4 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.

2.5 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.

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 (2 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>). 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 bid solicitation will be considered where the Bidder:
 - (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 bid 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 bid solicitation for that item.
- 3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders 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 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.

3.1.2 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 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, 3.1.1 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.



3.1.3 Samples

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 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 6B and Annex A - Description and Pricing.

3.1.4 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.

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

3.1.5 Electronic Payment of Invoices - Offer

Canada requests that Offerors complete option 1 or 2 below:

1. ☐ Electronic Payment Instruments will be accepted for payment of call-ups against the standing offer.

The following Electronic Payment Instrument(s) are accepted:

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

2. ☐ Electronic Payment Instruments will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that Offerors submit the following information:

3.1.6 Delivery

While Delivery of the items is requested within twenty-five (25) calendar days for regular delivery and within ten (10) calendar days for urgent delivery from receipt of a call-up against the Standing Offer, the best delivery for regular delivery that could be offered, is as follows:

The delivery of the items for regular delivery will be delivered within the number of days specified below from receipt of a call-up against the Standing Offer.

All Item – regular delivery - within _____ days

3.1.7 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 Evaluation Criteria - Part Number and NSCM/CAGE

Offerors must indicate the Part Number and the NSCM/CAGE they are offering.

4.1.1.2 Mandatory Technical Evaluation Criteria - Equivalent and Substitute Products

Offerors proposing an Equivalent or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCM/CAGE they are offering.

4.1.1.3 Mandatory Technical Evaluation Criteria - Certification

Offerors must demonstrate that the products offered are certified to standard CAN/ULC-S560-06, current edition, by providing a copy of the certificate.

4.1.2 Financial Evaluation

4.1.2.1 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.

Offerors must submit firm unit prices for all items, all quantity range, for the initial period and the extended periods.

4.1.2.2 Aggregate Evaluated Price

For each item, for regular delivery and urgent delivery, the firm prices for all quantity ranges and all years will be averaged and the average price will be multiplied by the estimated usage per year to determine a total price per item. The sum of all total prices per item will determine the aggregate evaluated price of the offer

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 aggregate evaluated price will be recommended for issuance of a standing offer.

Only one (1) offer will be recommended for issuance of a standing offer.

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>), 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" 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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Substitute and Equivalent Products Conformance Certification

The Offeror certifies that all Equivalent Products and Substitute Products proposed conform to the requirement detailed in annex A – Description and Pricing.

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

Offeror's authorized representative Signature

Date

5.2.3.2 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.

Green Practices within the Offeror's organization	Insert a checkmark for each criterion that is met
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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

The Offeror must provide the items described in the call-up against the Standing Offer.

6.2 Security Requirements

There is no security requirement applicable to this Standing Offer.

6.3 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 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:

- 1a. Standing Offer Number;
- 1b. Standing Offer Title and Description;
- 1c. Reporting Period (Quarter and Per Fiscal Year);
- 1d. Total Number of Orders and associated value (applicable taxes included) for the Reporting Period (Quarter);
- 1e. Total Number of Orders and associated value (applicable taxes included) (Per Fiscal Year);
- 1f. Total Number of Orders and associated value (applicable taxes included) (For the duration of the Standing Offer)
- 2a. Item number;
- 2b. Total Number of Item ordered (Per Quarter, Per Fiscal Year and Per Location);

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

6.3.3 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.

6.4 Term of Standing Offer

6.4.1 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 PSPC.**

6.4.2 Extension of Standing Offer

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Christine Beaudry

Supply Specialist

Public Services and Procurement 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: 873-469-3335

Facsimile: 819-956-5227

E-mail address: Christine.beaudry@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.

6.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: **To be inserted by PSPC**

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

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

6.5.3 Offeror's Representative

General enquiries

Name: **to be inserted by PSPC**

Telephone No. :

Facsimile No.:

E-mail address:

Delivery follow-up

Name: **to be inserted by PSPC**

Telephone No. :

Facsimile No. :

E-mail address:

6.6 Identified Users

The identified users authorized to make call-ups against the standing offer are:

DLP 3 or its delegated authorized representative.

6.7 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.

6.8 Limitation of Call-ups

For Identified Users, Individual call-ups against the Standing Offer must not exceed \$200,000.00 (Applicable Taxes included).

Requirement exceeding \$200,000.00 (Applicable Taxes included) must be submitted to PSPC Standing Offer Authority in the form of a funded requisition for processing.

6.9 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 general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2015-09-03); General Conditions - Medium Complexity - Goods;
- e) the Annex A – Description and Pricing;
- f) the Offeror's offer dated **(to be inserted by PSPC)**, " or ", as amended **(to be inserted by PSPC)**.

6.10 Certifications

6.10.1 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.

6.11 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.

6.12 Technical Changes, Substitutes and Alternatives

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

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

6.13 Meeting after Issuance of Standing Offer

Within ten (10) calendar days from the effective date of the Standing Offer, the Offeror must contact the Standing Offer Authority to determine if a meeting is required. A meeting will be convened at Canada's discretion to review the procedures for making call-ups, the technical and contractual requirements. The Offeror must prepare and distribute the minutes of the meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence, Public Works and Government Services Canada and other federal government departments as required.

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.

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

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

6.3 Term of Contract

6.3.1 Delivery Date

Regular delivery of all items must be made within to be inserted by PSPC calendar days from receipt of a call-up against the Standing Offer.

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

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid as follows:

6.4.1.1 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 in Annex A –Description and Pricing, 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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

6.4.2 Electronic Payment of Invoices – Standing Offer

The Offeror accepts to be paid using the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.4.3 SACC Manual Clauses

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

6.4.4 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:
$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$
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 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.

6.5 Invoicing Instructions

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

6.6 SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods /Hazardous Products – Labelling and Packaging Compliance	2014-09-25
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

2016-01-28

6.7 Preparation for Delivery

6.7.1 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.

Item 1 to 4: the Contractor must package items in quantities up to 32 CO per pallet 48X40 for redistribution to Montreal and Edmonton depots.

Item 5: Bulk shipments for Borden C.F.F.A. and to be delivered in a residue free, steamed cleaned tanker truck.

6.8 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. 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, Quebec
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282
- (c) Canadian Forces Base Borden
Bldg. A-176
94 Craftsman Road
Borden, ON L0M 1C0
Telephone: 705-424-1200 ext. 3878
Name: **To be inserted by PSPC**

Annex A – Description and Pricing

The Annex A is an Excel file available on Buy and Sell with the RFSO.