



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

**Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 3X4**

**Bid Fax: (250) 363-3344**

**Request For a Standing Offer  
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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**

Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Title - Sujet</b> SPILL RESPONSE MATERIAL	
<b>Solicitation No. - N° de l'invitation</b> W0103-166707/A	<b>Date</b> 2016-04-13
<b>Client Reference No. - N° de référence du client</b> W0103-166707	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$VIC-211-6965
<b>File No. - N° de dossier</b> VIC-5-38224 (211)	<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 2016-05-24</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Park, Isabell	<b>Buyer Id - Id de l'acheteur</b> vic211
<b>Telephone No. - N° de téléphone</b> (250)363-3981 ( )	<b>FAX No. - N° de FAX</b> (250)363-0395
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE BUILDING 66A WILFERT ROAD COLWOOD British Columbia V9C 1A3 Canada	
<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/ 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>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS.....	3
<b>PART 2 - OFFEROR INSTRUCTIONS.....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF OFFERS.....	4
2.3. FORMER PUBLIC SERVANT .....	4
2.4. ENQUIRIES - REQUEST FOR STANDING OFFERS .....	5
2.5. APPLICABLE LAWS.....	5
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>5</b>
3.1. OFFER PREPARATION INSTRUCTIONS .....	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>6</b>
4.1 EVALUATION PROCEDURES .....	6
4.2 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE.....	7
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	8
<b>PART 6 – N/A .....</b>	<b>9</b>
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>9</b>
<b>A. STANDING OFFER .....</b>	<b>9</b>
7.1 OFFER.....	9
7.2 SECURITY REQUIREMENTS .....	9
7.3 STANDARD CLAUSES AND CONDITIONS.....	9
7.4 TERM OF STANDING OFFER .....	10
7.5. AUTHORITIES .....	10
7.6 N/A .....	11
7.7 IDENTIFIED USERS.....	11
7.8 N/A .....	11
7.9 CALL-UP INSTRUMENT.....	11
7.10 LIMITATION OF CALL-UPS .....	11
7.11 FINANCIAL LIMITATION.....	11
7.12 PRIORITY OF DOCUMENTS .....	11
7.13 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	12
7.14 APPLICABLE LAWS.....	12
7.15 PACKAGING.....	12
7.16 DELIVERY TIME.....	12
<b>B. RESULTING CONTRACT CLAUSES.....</b>	<b>12</b>
7.1 REQUIREMENT .....	12
7.2 STANDARD CLAUSES AND CONDITIONS.....	12
7.3 TERM OF CONTRACT .....	12
7.4 N/A .....	12
7.5 PAYMENT .....	13
7.6 INVOICING INSTRUCTIONS .....	13

7.7 INSURANCE .....	13
<b>ANNEX "A" REQUIREMENT.....</b>	<b>14</b>
<b>ANNEX "B" STANDING OFFER USAGE REPORT.....</b>	<b>16</b>
<b>ANNEX "C" TO PART 3 OF THE REQUEST FOR STANDING OFFERS .....</b>	<b>17</b>
ELECTRONIC PAYMENT INSTRUMENTS.....	17

## **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 the Requirement and the Basis of Payment for Employment Equity - Certification and any other annexes

### **1.2 Summary**

To establish a standing offer for Department of National Defence, Victoria, B.C. for a period of a 36 months with 1 year option period to supply absorbent spill response material on an as and when requested basis.

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.

## **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: 60 days

Insert: 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. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites

as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 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 British Columbia.

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 copies) |
| Section II:  | Financial Offer (1 hard copies) |
| Section III: | Certifications (1 hard copies)  |

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.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex A, Requirement. The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

#### **Section III: Certifications**

Offerors must submit the certifications and additional information required under Part 5.

## **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**

Interested bidders must submit product samples (one or two pieces) of all 9 items for evaluation and assessment. Bidders **not** submitting all samples will be deemed **non-compliant** and will not

be given further consideration. Technical information is recommended to be included with each sample.

Products will be assessed against each bid (products to be compared on a one by one basis with other bidder's products) and given maximum of 5 points, 1 being the lowest and 5 being the highest.

Products will be assessed for the following criteria:

- a. Wicking ability – A specific quantity and a timed measurement.
- b. Loft of pad – overall thickness of the pad and verification against the technical information, if provided
- c. Speed of sorption – Timed measured value
- d. Capacity of pads /high sorbancy - Specific quantity absorbed
- e. Construction, strength and durability of pads – visual and mechanical testing
- f. Meets size requirements – **PASS/FAIL** per item description
- g. Low lint-free quality of pads – Visual testing
- h. Non-shedding quality of sorbent booms – visual testing
- i. Durability of packaging material – visual inspection
- j. Flammability – actual flammability testing
- k. Colour – **PASS/FAIL**; and
- L. Construction of Fasteners – visual inspection and quality of construction material

Below is example of comparative scoring grid:

Point 1 – if the proposal is clearly worse than the other

Point 3 – if the proposal is generally the same as the other

Point 5 – if the proposal is clearly better than the other

Comparative Ranking Score Method						
Evaluation Criteria – <b>Wicking Ability</b>						
	Compliant Proposal				Rank Score	Total Score
	A	B	C	D		
<b>A</b>	-	5	3	3	11	11
<b>B</b>	1	-	3	1	5	5
<b>C</b>	3	1	-	5	9	8
<b>D</b>	5	3	5	-	13	13

Note: Same process to be repeated for each evaluation criteria.

#### 4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB Destination. Canadian customs duties and excise taxes included

#### 4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria.
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

**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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable, 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 – Required Documentation**

In accordance with the Ineligibility and Suspension Policy, the Offeror must provide the required documentation, as applicable.

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **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 available at the bottom of the page of the from Employment and Social Development Canada-Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_p  
rogram.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

## **PART 6 – N/A**

## **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".

#### **7.2 Security Requirements**

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>) 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 include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "B ". 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 on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

## **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 August 1, 2016 to July 31, 2019, inclusive.

### **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 1 year period, from August 1, 2019 to July 31, 2020 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula 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 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:

Name: Ji-Yon Isabell Park  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch: Victoria  
Telephone: 250-363-3981  
E-mail address: Ji-YonIsabell.Park@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 Project Authority**

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

The Project 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.

### **7.5.3 Offeror's Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

### **7.6 N/A**

### **7.7 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Port Operations and Emergency Services Branch, Canadian Auxiliary Vessels, Environmental Protection Office, Canadian Forces Base Esquimalt.

### **7.8 N/A**

### **7.9 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 equivalent.

### **7.10 Limitation of Call-ups**

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

### **7.11 N/A**

### **7.12 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2015-09-03), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;

- f) the Offeror's offer dated \_\_\_\_\_ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable).

### **7.13 Certifications and Additional Information**

#### **7.13.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

#### **7.14 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 \_\_\_\_\_. (Insert the name of the province or territory as specified by the Offeror in its offer, if applicable).

#### **7.15 Packaging**

All packaging material must be durable clear plastic bags. No less than 2 mil (Thousand of an inch) for Pads and no less than 3 mil for booms and rolls.

#### **7.16 Delivery Time**

All items must be received within five (5) business days of the call-up, or within two (2) business days of the call-up in the event of an emergency.

### **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.

Section 16 Interest on Overdue Accounts, of 2010A (2015-09-03), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

#### **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 N/A**

## **7.5 Payment**

### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price contract. Customs duties are included and Applicable Taxes are extra.

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.

### **7.5.2 Limitation of Price**

SACC *Manual* clause C6000C (2011-05-16) Limitation of Price

### **7.5.3 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### **7.5.4 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of 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)

## **7.6 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 in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7.7 Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

**ANNEX "A" REQUIREMENT**

All the pads, booms, socks or rolls must be 100% polypropylene virgin resin **no exceptions.**

**Basis of Payment**

Unit price must include shipping and delivery cost, applicable taxes extra.

Item Description	Unit	Est. usage (per year)	Unit Price Year 1 – 01 Aug 2016 - 31 Jul 2017	Unit Price Year 2 – 01 Aug 2017 - 31 Jul 2018	Unit Price Year 3 – 01 Aug 2018 - 31 Jul 2019	Unit Price Year 4 (Option) – 01 Aug 2019 - 31 Jul 2020
1 Meltblown (white – hydrophobic (oil) only pads) Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19") Hydrophobic (white) 12oz/ Heavy weight Pads.	Bale (100 pads / bale)	500 bales				
2 Sonic Bonded (yellow - universal pads) Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19") Universal Pads Chemical Resistant (yellow)	Bale (100 pads / bale)	150 bales				
3 Hydrophobic Absorbent Boom complete with inner lining. Non Shed – 5" diam. x 10'	Bale (4 booms / bale)	50 bales				
4 48" x 3" Hydrophobic (white) Socks	Box (40 socks / box)	10 boxes				
5 48" x 3" Universal (yellow) Socks	Box (40 socks / box)	10 boxes				
6 19" x 144' Hydrophobic (white) Rolls	Bag (2 rolls per bag)	10 bags				
7 38" x 144' Hydrophobic (white) Rolls	Bag (1 rolls /	10 bags				

8	<p>"Laminated" Medium weight (9 oz) Hydrophobic (white) Absorbent Pads. Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19"); Ultrasonic Bonded with Meltblown Center; Constructed by ultrasonically bonded outer layers of durable polypropylene spunbound to a high-loft; Non-linting.</p>	bag)	Bale (100 pads / bale)	20 bales				
9	<p>"Static Resistant" Heavy weight (12 oz) Hydrophobic (white) Meltblown Pads. Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19")</p>	Bale (100 pads / bale)	15 bales					
10	Miscellaneous catalogue items, not listed above with an estimated value up to 20% of the overall Standing Offer, at manufacturer's list price less a discount of _____%.							

\*The Offeror must provide Canada with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances or promotions. If by error or omission the Identified User fails to apply the discount or applies it improperly, it will be the responsibility of the Offeror to notify the Identified User of the error prior to delivery.

Solicitation No. - N° de l'invitation  
 XXXXX-XXXXXX/X  
 Client Ref. No. - N° de réf. du client  
 XXXXX-XXXXXX

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 XXXXX.XXXXX-XXXXXX

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

**ANNEX "B" Standing Offer Usage Report**

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

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.

**Reporting Period:** \_\_\_\_\_

Item Description	Number of units	Total Value
1 Meltblown (white – hydrophobic (oil) only pads) Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19") Hydrophobic (white) 12oz/ Heavy weight Pads.		
2 Sonic Bonded (yellow - universal pads) Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19") Universal Pads Chemical Resistant (yellow)		
3 Hydrophobic Absorbent Boom complete with inner lining. Non Shed – 5"diam. x 10'		
4 48" x 3" Hydrophobic (white) Socks		
5 48" x 3" Universal (yellow) Socks		
6 19" x 144' Hydrophobic (white) Rolls		
7 38" x 144' Hydrophobic (white) Rolls		
8 "Laminated" Medium weight (9 oz) Hydrophobic (white) Absorbent Pads. Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19"); Ultrasonic Bonded with Meltblown Center; Constructed by ultrasonically bonded outer layers of durable polypropylene spunbound to a high-loft; Non-linting.		
9 "Static Resistant" Heavy weight (12 oz) Hydrophobic (white) Meltblown Pads. Minimum surface area of 270 square inches (15" X 18") to a maximum of 323 square inches (17" X 19")		
10 Miscellaneous catalogue items		

Solicitation No. - N° de l'invitation  
XXXXXX-XXXXXX/X  
Client Ref. No. - N° de réf. du client  
XXXXXX-XXXXXX

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XXXXX.XXXXXX-XXXXXX

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

---

## **ANNEX "C" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ( ) 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)