

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 Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

Electrical & Electronics Products Division

11 Laurier St./11, rue Laurier

7B3, Place du Portage, Phase III

Gatineau, Québec K1A 0S5

| | |
|---|--|
| Title - Sujet SO- 6TMF TYPE I & TYPE II BATTERIES | |
| Solicitation No. - N° de l'invitation W8486-173303/A | Date 2016-09-13 |
| Client Reference No. - N° de référence du client W8486-173303 | GETS Ref. No. - N° de réf. de SEAG PW-\$\$HN-336-71541 |
| File No. - N° de dossier hn336.W8486-173303 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-24 | Time Zone Fuseau horaire Eastern Daylight Saving Time EDT |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Bisson, Phillipe | Buyer Id - Id de l'acheteur hn336 |
| Telephone No. - N° de téléphone (873)469-3345 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div style="text-align: center;">Specified Herein Précisé dans les présentes</div> | |
| 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. 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, the security requirement, if applicable, and the basis of selection;
- Part 5: Certifications: includes the certifications to be provided;
- Part 6: 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 / Basis of Payment and the Quarterly Usage Report.

2. Summary

The National Individual Standing Offer (NISO) for the Department of National Defence (DND) is for the supply of "BATTERIES, STORAGE" (GSIN: N6140 – Batteries, Rechargeable) as described in Annex A, on an "as and when" required basis for delivery to DND Supply Depots in Montreal, QC and Edmonton, AB. The NISO will be for a period of two (2) years with two (2) one (1) year options if option years are exercised.

This requirement is to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT) and the International Free Trade Agreements with Chile, Peru and Columbia.

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

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](#) (2016-04-04) 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) calendar days

Insert: ninety (90) calendar days

1.1 SACC Manual Clauses

| Reference | Section | Date |
|------------------------|-----------------------|------------|
| M9033T | Financial Capability | 2011-05-16 |
| B1000T | Condition of Material | 2014-06-26 |

2. Submission of Offers

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

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

- Section I: Technical Offer (1 hard copy)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (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 the bid solicitation.

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, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 Pricing Basis below or Annex "A" – Requirement / Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.1 Pricing - Multi-Item Offer

Offerors do not have to quote a price for every item in the Request for Standing Offer in order to be evaluated. However, if an Offerors submits a bid for an item they must submit a bid for all destinations of said item (All destinations per NSN). Offerors may withdraw one or more items after the Request for Standing Offer closing date but prior to the issuance of a Standing Offer award by advising in writing the Standing Offer Authority.

1.2 Payment of Invoices by Credit Card

Canada requests that offerors complete one of the following:

- ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

- ☐ VISA
☐ MasterCard

OR

- ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of invoices will not be considered as an evaluation criterion.

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.
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

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1.4 Offeror Contacts

Name and telephone number of the person responsible for :

Call-ups:

Name:

Telephone:

Facsimile:

E-mail:

Delivery follow-up

Name:

Telephone:

Facsimile:

E-mail:

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the offers.

Evaluation Criteria

All offers must be completed in full and provide all of the information requested in the RFSO document to enable full and complete evaluation.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The following Mandatory requirements must be submitted with the offer for evaluation

- Technical compliance (description of items 001 to 004 in Annex A);
- Offers must be submitted for all destinations per NSN.

1.2 Financial Evaluation

1.2.1 Pricing Basis

The offeror must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Montreal, QC and Edmonton, AB), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offer (RFSO) and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an identical NSN basis will be recommended for the issuance of a standing offer. The price of each item of the bid will be evaluated as follows:

Item 001: BATTERY, STORAGE (NSN: 6140-01-446-9498) (Delivery: Montreal, QC)

| | |
|------------------------------|-------------------------|
| 1 st Year: | \$ _____ (Unit Price) + |
| 2 nd Year: | \$ _____ (Unit Price) + |
| 1 st Option Year: | \$ _____ (Unit Price) + |
| 2 nd Option Year: | \$ _____ (Unit Price) + |

Item 002: BATTERY, STORAGE (NSN: 6140-01-446-9498) (Delivery: Edmonton, AB)

| | |
|------------------------------|---|
| 1 st Year: | \$ _____ (Unit Price) + |
| 2 nd Year: | \$ _____ (Unit Price) + |
| 1 st Option Year: | \$ _____ (Unit Price) + |
| 2 nd Option Year: | \$ _____ (Unit Price) = TOTAL Price for Item 001+002 |

Item 003: BATTERY, STORAGE (NSN: 6140-01-446-9506) (Delivery: Montreal, QC)

| | |
|-----------------------|-------------------------|
| 1 st Year: | \$ _____ (Unit Price) + |
| 2 nd Year: | \$ _____ (Unit Price) + |

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1st Option Year: \$ _____ (Unit Price) +
2nd Option Year: \$ _____ (Unit Price) +

Item 004: BATTERY, STORAGE (NSN: 6140-01-446-9506) (Delivery: Edmonton, AB)

1st Year: \$ _____ (Unit Price) +
2nd Year: \$ _____ (Unit Price) +
1st Option Year: \$ _____ (Unit Price) +
2nd Option Year: \$ _____ (Unit Price) = **TOTAL Price for Item 003+004**

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.

1. Certifications Required with the Offer

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

1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/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.

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.

2.1 Integrity Provisions – Required Documentation

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

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 [Employment and Social Development Canada-Labour's](#)

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website

(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.

2.3 General Environmental Criteria Certification

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

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

Bidders' Authorized Representative Signature

Date

or

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

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

| Green Practices within the Bidders' 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 | |

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| | |
|--|--|
| 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. | |

Bidders' Authorized Representative Signature

Date

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

2. Security Requirements

There is no security requirement applicable to this Standing Offer.

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.

3.1 General Conditions

[2005](#) (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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:

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

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is twenty-four (24) months from date of issuance of the Standing Offer.

4.2 Extension of Standing Offer

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

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Phillipe Bisson – Supply Officer

Public Works and Government Services Canada - Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division
7B3, Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC, K1A 0S5
Telephone: (873) 469-3345 Facsimile: (819) 953-4944
E-mail address: Phillipe.Bisson@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

The Project Authority for the Standing Offer is:

Name:

Title:

Telephone: (xxx) xxx-xxxx Facsimile: (xxx) xxx-xxxx

E-mail:

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.

5.3 Offeror's Representative

Name and telephone number of the person responsible for :

Call-ups:

Name:

Telephone: (xxx) xxx-xxxx Facsimile: (xxx) xxx-xxxx

E-mail:

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Delivery follow-up

Name:

Telephone: (xxx) xxx-xxxx Facsimile: (xxx) xxx-xxxx

E-mail:

6. Identified Users

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

- Department of National Defence
Designated Subordinates of Director Land Procurement (DLP) group
Mgen George R Pearkes Bldg
Ottawa, ON

7. Call-up Procedures

To issue a Call-up against the Standing Offer, members of the DLP group must contact the Standing Offer holder to obtain a quote. The DLP user/users will then compare the quote to the pricing in the Standing Offer (SO). If the pricing from the quote matches the pricing in the SO, the User will then send a PWGSC-TPGSC 942 form to the Standing Offer holder.

8. 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.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

10. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$725,000.00 (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or six (6) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

11. 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;

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- c) the supplemental general conditions [2005](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2016-04-04) General Conditions - Goods, (Medium Complexity);
- e) Annex A – Requirement / Basis of Payment;
- f) the Offeror's offer dated _____, as clarified on _____, as amended _____.

12. Certifications - Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation 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.

13. 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 _____.

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B. RESULTING CONTRACT CLAUSES

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

1. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

[2010A](#) (2016-04-04) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

2.2 Supplemental General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Contract

2.3 SACC Manual Clauses

| SACC Reference | Section | Date |
|------------------------|---|-------------|
| B1501C | Electrical Equipment | 2006-06-16 |
| B4019C | United States Military Specifications and Standards | 2015-02-25 |
| B7500C | Excess Goods | 2006-06-16 |

3. Term of Contract

3.1 Delivery Date

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

3.2 SACC Manual Clauses

| SACC Reference | Section | Date |
|------------------------|--|-------------|
| A9006C | Defence Contract | 2012-07-16 |
| C2800C | Priority Rating | 2013-01-28 |
| C2801C | Priority Rating - Canadian Contractors | 2014-11-27 |

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices specified in the Contract (Annex 'A'). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

4.3 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

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, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.

6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450 The information is only accessible to federal government department and agency employees., Claim for Exchange Rate Adjustments.

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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. The information is only accessible to federal government department and agency employees. (i.e [$i_1 - i_0$) / i_0]).

8. Canada reserves the right to audit any revision to costs and prices under this clause.

4.5 SACC Manual Clauses

| SACC Reference | Section | Date |
|------------------------|----------------------------------|------------|
| C2000C | Taxes - Foreign-based Contractor | 2007-11-30 |

4.6 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

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 in the invoice is completed.
2. The original and one (1) copy must be forwarded to the following address for certification and payment:
 - National Defence Headquarters
MGen George R. Pearkes Bldg
101 Colonel By Drive
Ottawa, ON
K1A 0K2
Attention: _____
3. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6. Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

7. SACC Manual Clauses

| SACC Reference | Section | Date |
|------------------------|--|------------|
| D5545C | ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C) | 2010-08-16 |

7.1 NATO Commercial and Government Entity Code (NCAGE) Traceability

Material supplied for the items specified in this contract is subject to investigation by Canada. Material which can neither be demonstrated by the contractor as having originated directly from the NCAGE specified for the item in this contract, nor as supplied with the specific written permission of this specified NCAGE, are subject to the following action by Canada.

Canada may either:

(a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who shall forthwith so pay) all repurchase and other costs incurred by Canada, including any increased costs required for the purpose of expediting production;

OR

(b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by Canada, and the costs which, in Canada's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

8. SACC Manual Clauses (Delivery)

| SACC | Section | Date |
|------------------------|------------------------------------|------------|
| D2000C | Marking | 2007-11-30 |
| D2001C | Labelling | 2007-11-30 |
| D6010C | Palletization | 2007-11-30 |
| D2025C | Wood Packaging Materials | 2013-11-06 |
| D3010C | Dangerous Goods/Hazardous Products | 2016-01-28 |
| B1505C | Shipment of Hazardous Materials | 2016-01-28 |
| D9002C | Incomplete Assemblies | 2007-11-30 |

8.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

For items 001 and 003:

Delivered Duty Paid (DDP) to "25 CFSD, 6363 Notre Dame Est, Montreal QC, H1N 3V9, Canada" Inco terms 2000 for shipments from a commercial contractor.

For items 002 and 004:

Delivered Duty Paid (DDP) to "7 CFSD, Receipts and Issues Section, Edmonton AB, T0A 2H0, Canada" Inco terms 2000 for shipments from a commercial contractor.

8.2 Preparation for Delivery

The Contractor must prepare item number(s) *001, 002, 003 and 004* 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 item number(s) 001, 002, 003 and 004 in quantities of one (1) by package.

8.3 Package Markings - Additional

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided for item(s) 001, 002, 003 and 004:
 - (a) Product description;
 - (b) Nato Stock Number (NSN);
 - (c) Contract Number;
 - (d) Manufacturer's part or drawing number: Battery Condition;
 - (e) Manufacturer's batch or serial number;
 - (f) Date of manufacturing.
2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

8.4 Shipping – Scheduling

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.
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282

Annex A: Requirement / Basis of Payment

Item 001

| Description | QTY | U. of I. | Year 1 | Year 2 | Option Year 1 | Option Year 2 |
|---|-------|----------|--------|----------|---------------|---------------|
| BATTERY, STORAGE | ~400* | Each | | | | |
| NSN: N6140-01-446-9498 | | | | | | |
| Part Number (P/N): 6TMF/TYPEI | | | | | | |
| NSCM/NCAGE: 81349 | | \$ _____ | | \$ _____ | \$ _____ | \$ _____ |
| MILITARY SPECIFICATIONS US | | | | | | |
| Delivery Destination: Montreal, QC (See herein for full address) | | | | | | |

NOTES:

* Quantity is an estimated amount.

Item 003

| Description | QTY | U. of I. | Year 1 | Year 2 | Option Year 1 | Option Year 2 |
|---|--------|----------|--------|----------|---------------|---------------|
| BATTERY, STORAGE | ~1400* | Each | | | | |
| NSN: N6140-01-446-9506 | | | | | | |
| Part Number (P/N): 6TMF/TYPEII | | | | | | |
| NSCM/NCAGE: 19207 | | \$ _____ | | \$ _____ | \$ _____ | \$ _____ |
| US ARMY TANK AUTOMOTIVE COMMAND | | | | | | |
| 11 MILE RD. WARREN, MI, US | | | | | | |
| Delivery Destination: Montreal, QC (See herein for full address) | | | | | | |

NOTES:

* Quantity is an estimated amount.

Item 002

| Description | QTY | U. of I. | Year 1 | Year 2 | Option Year 1 | Option Year 2 |
|---|-------|----------|--------|----------|---------------|---------------|
| BATTERY, STORAGE | ~400* | Each | | | | |
| NSN: N6140-01-446-9498 | | | | | | |
| Part Number (P/N): 6TMF/TYPEI | | | | | | |
| NSCM/NCAGE: 81349 | | \$ _____ | | \$ _____ | \$ _____ | \$ _____ |
| MILITARY SPECIFICATIONS US | | | | | | |
| Delivery Destination: Edmonton, AB (See herein for full address) | | | | | | |

NOTES:

* Quantity is an estimated amount.

Item 004

| Description | QTY | U. of I. | Year 1 | Year 2 | Option Year 1 | Option Year 2 |
|---|--------|----------|--------|----------|---------------|---------------|
| BATTERY, STORAGE | ~1400* | Each | | | | |
| NSN: N6140-01-446-9506 | | | | | | |
| Part Number (P/N): 6TMF/TYPEII | | | | | | |
| NSCM/NCAGE: 19207 | | \$ _____ | | \$ _____ | \$ _____ | \$ _____ |
| US ARMY TANK AUTOMOTIVE COMMAND | | | | | | |
| 11 MILE RD. WARREN, MI, US | | | | | | |
| Delivery Destination: Edmonton, AB (See herein for full address) | | | | | | |

NOTES:

* Quantity is an estimated amount.

ANNEX B

STANDING OFFER QUARTERLY USAGE REPORT

| | | | |
|---------------------------------|--|---|---|
| <u>Standing offer</u> | W8486-173303 | Start Date of SO (DD/MM/YYYY) | End Date of SO (DD/MM/YYYY) |
| Total Value to Date (\$) | Total Value for Reporting Period (\$) | Start Reporting Period (DD/MM/YYYY) | End Reporting Period (DD/MM/YYYY) |

Item Description

[illegible]