

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

## Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

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

## National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> SHEET, METAL	
<b>Solicitation No. - N° de l'invitation</b> W8486-173357/A	<b>Date</b> 2017-03-17
<b>Client Reference No. - N° de référence du client</b> W8486-173357	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HS-643-72711
<b>File No. - N° de dossier</b> hs643.W8486-173357	<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 2017-04-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Chenier, Jeremy G.	<b>Buyer Id - Id de l'acheteur</b> hs643
<b>Telephone No. - N° de téléphone</b> (819)420-0868 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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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 and Additional Information: includes the certifications and additional information 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 Annexes include: Annex A - Item Descriptions and Pricing, and Annex B - Price Determination – Industrial Product Price Indices.

### 1.2 Summary

This requirement is to establish a National Individual Standing Offer (NISO) for the supply of sheet metal on an as-and-when requested basis for the Department of National Defence (DND). This NISO will be for an initial period of one (1) year, with an option to extend the offer for two (2) additional periods of one (1) year.

The requirement is detailed under Annex A – Item Descriptions and Pricing and in the Design Data List DDL-8486-173357 dated 2016-07-18. To order a copy of the DDL, drawings, and specifications, offerors must contact the Contracting Authority by email and provide their full mailing address. If offerors have not received the documents at least ten (10) calendar days prior to bid closing date, offerors should communicate with the Contracting Authority.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

The requirement is subject to a preference for Canadian goods and/or services.

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### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (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:** 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 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

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

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

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

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 copy)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### 3.1.1 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.

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## Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Part B section 6.4.1 and Annex A - Item Descriptions and Pricing. The total amount of Applicable Taxes must be shown separately.

### 3.1.2 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 and additional information required under Part 5 - Certifications and Additional Information.

## Section IV: Additional Information

Canada requests that Offerors submit the following information:

### 3.1.3 Delivery

While delivery is requested within fifteen (15) calendar days after receipt of a call-up against a Standing Offer, the best delivery that could be offered is as follows:

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

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

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

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



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### 3.1.4 Offeror's Representatives

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

#### General enquiries

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### Delivery follow-up

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

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

##### **4.1.1.2 Mandatory Technical Evaluation Criteria - Products Conformance Certification**

Offerors must complete the Products Conformance Certification in Part 5 - Certifications and Additional Information.

#### **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 quote a price for all destinations with the same NATO Stock Number, for the initial period, in accordance with Annex A - Item Descriptions and Pricing.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Multiple Items**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest average price per NATO Stock Number will be recommended for issuance of a standing offer.

A maximum of two (2) responsive offers will be recommended for issuance of a Standing Offer.

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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. 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 \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](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.

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#).(9), Example 2, of the Supply Manual.

##### 5.1.2.1.1 Canadian Content Definition

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition

specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada". (Consult Annex 3.6 (9) of the Supply Manual.)

2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:

- (a) aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
- (b) item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.

4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.

5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above). For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6 (9), Example 2, of the Supply Manual.

6. **Other Canadian goods and services:** Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

#### 5.1.2.2 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the duration of the contract, to the requirement detailed under Annex A and in the Design Data List (DDL-8486-173357 dated 16-07-18).

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Bidder's authorized representative signature

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Date

#### 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.

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### 5.2.1 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.

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

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A - Item Descriptions and Pricing and in accordance with the Design Data List DDL-8486-173357 dated 16-07-18.

#### 6.2 Security Requirements

There is no security requirement applicable to the 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) (<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](#) (2016-04-04) 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.

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:

1. General Information
  - (a) Standing Offer Number;
  - (b) Standing Offer Title;
  - (c) Authorized Users

- 
- (d) Call-up number
  - (e) Invoice date and number
  - (f) Region of Delivery
  - (g) Reporting Period (Quarter and Per Fiscal Year);
  - (h) Total Number of Orders and associated value (Applicable taxes included) for the Reporting Period (Quarter);
  - (i) Total Number of Orders and associated value (Applicable taxes included) (Per Fiscal Year);
  - (j) Total Number of Orders and associated value (Applicable taxes included).

## 2. Item-specific Information

- (a) Item number;
- (b) Total Number of Item ordered (Per Quarter and Per Fiscal Year) for the duration of the Standing Offer;
- (c) Total Number of Item ordered (Per Region of Delivery).

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

## 6.4 Term of Standing Offer

### 6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from issuance of the Standing Offer to **to be inserted by PWGSC.**

### 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 an additional two (2) one (1)-year periods 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.

### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A - Item Descriptions and Pricing of the Standing Offer.

Solicitation No. - N° de l'invitation  
W8486-173357/A  
Client Ref. No. - N° de réf. du client  
W8486-173357

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hs643W8486-173357

Buyer ID - Id de l'acheteur  
hs643  
CCC No./N° CCC - FMS No./N° VME

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## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Jeremy Chenier  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
"HS" Division  
Place du Portage, Phase III, 7B1  
11 Laurier Street  
Gatineau, QC K1A 0S5  
Telephone: 819-420-0868  
E-mail address: [jeremy.chenier@pwgsc-tpsgc.gc.ca](mailto:jeremy.chenier@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 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.

### 6.5.3 Offeror's Representative

#### General enquiries

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

#### Delivery follow-up

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

## 6.6 Identified Users

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

DLP 3 or its delegated 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.

## 6.8 Limitation of Call-ups

For Identified Users, individual call-ups against the Standing Offer must not exceed \$40,000 (Applicable Taxes included).

All individual call-ups against the Standing Offer exceeding \$40,000.00 (Applicable Taxes included) will be forwarded to the Standing Offer Authority for authorization.

## 6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$To be inserted by PWGSC** (applicable taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when **75 percent** of this amount has been committed, or **four (4) months** before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 6.10 Priority of Documents

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

- (d) the call up against the Standing Offer, including any annexes;
- (e) the articles of the Standing Offer;
- (f) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- (g) the general conditions 2010A (2016-04-04), General Conditions – Goods (Medium Complexity);
- (h) Annex A - Item Descriptions and Pricing;
- (i) Annex B - Price Determination – Industrial Product Price Indices;
- (j) the Offeror's offer dated **To be inserted by PWGSC**.

## 6.11 Certifications and Additional Information

### 6.11.1 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.

## **6.12 Applicable Laws**

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

## **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 and in accordance with the Design Data List DDL-8486-173357 dated 16-07-18.

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

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

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

Delivery must be completed in accordance with the 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**

Firm prices as specified in Annex A - Item Descriptions and Pricing, 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).

##### **6.4.1.2 Basis of Payment for the Extended Periods**

Firm prices as specified in Annex A - Item Descriptions and Pricing and as revised in accordance with Annex B - Price Determination – Industrial Product Price Indices, 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).

#### 6.4.1.3 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 , 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.

#### 6.4.2 Limitation of Price

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

#### 6.4.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments.

#### 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 in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
2. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Identified User, thereby reducing printed material.
3. Invoices must be distributed as follows:
  - (a) the original and one (1) copy must be forwarded or emailed to the consignee, or as indicated on the call-up against the Standing Offer, for certification and payment.

#### 6.6 SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
B4042C	Identification Markings	2008-05-12
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2014-11-27
D2025C	Wood Packaging Materials	2013-11-06
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28
W0002D	Delivery Outside Comprehensive Land Claims Settlement Areas - One Solicitation	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.

The Contractor must package all items in quantities of 1 unit per pack.

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Weight per pallet must not exceed 2,500 pounds.

#### **6.7.2 Shipping Instructions - Delivery and Destination Schedules Unknown**

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, AB  
Telephone: 780-973-4011, ext. 4524

(b) 25 CF Supply Depot Montreal  
Montreal, QC  
[SVC25DAFC@forces.gc.ca](mailto:SVC25DAFC@forces.gc.ca)

ANNEX A - ITEM DESCRIPTIONS AND PRICING

The minimum call-up quantity per item is 1000 units.

Item No	Description	Destination	Firm Unit Price – Initial Period (Applicable Taxes Extra)	
			Quantity range	Price
1	NSN: 9515-21-1110844 Part number: 1075283-1 NSCM: 35907  Part number offered: _____  NSCM offered: _____	CFB Montreal	1000 to 2499	\$ _____
			2500 to 4999	\$ _____
			5000+	\$ _____
2	NSN: 9515-21-1110844 Part Number: 1075283-1 NSCM: 35907  Part number offered: _____  NSCM offered: _____	CFB Edmonton	1000 to 2499	\$ _____
			2500 to 4999	\$ _____
			5000+	\$ _____

3	NSN: 9515-21-1110845 Part Number: 1075283-2 NSCM: 35907  Part number offered: _____  NSCM offered: _____	CFB Edmonton	1000 to 2499	\$ _____
			2500 to 4999	\$ _____
			5000+	\$ _____
4	NSN: 9515-21-1110845 Part Number: 1075283-2 NSCM: 35907  Part number offered: _____  NSCM offered: _____	CFB Montreal	1000 to 2499	1000 to 2499
			2500 to 4999	2500 to 4999
			5000+	5000+

## ANNEX B - PRICE DETERMINATION – INDUSTRIAL PRODUCT PRICE INDICES

For each extended period, the firm prices for each item will be determined by calculating and applying the *Industrial Product Price Index for Cold-Rolled Sheet and Strip, of Iron or Non-Alloy Steel [312121]* (using the North American Product Classification System (NAPCS)). The data used will be the latest twelve- (12-) month period ending the month of the closing date of the Request for Standing Offer and the data for the latest twelve- (12-) month period available thirty (30) calendar days before the end of the initial or the extended period, as applicable.

The *Industrial Product Price Index for Cold-Rolled Sheet and Strip, of Iron or Non-Alloy Steel [312121]* can be found in [CANSIM Table 329-0075 Industrial product price index, by North American Product Classification System \(NAPCS\) monthly](http://www5.statcan.gc.ca/cansim/a26?lang=eng&retrLang=eng&id=3290075&tabMode=dataTable&srchLan=-1&p1=-1&p2=11) (<http://www5.statcan.gc.ca/cansim/a26?lang=eng&retrLang=eng&id=3290075&tabMode=dataTable&srchLan=-1&p1=-1&p2=11>).

### Industrial Product Price Index for Cold-Rolled Sheet and Strip, of Iron or Non-Alloy Steel [312121]

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>2013</b>	100.8	102.4	103.8	102.8	102.1	103.1	105	104.7	104.3	104.7	107.7	109.2
<b>2014</b>	113	114.8	113.8	114.8	114.6	114.4	113.6	117	117.6	118.8	119.4	119.7
<b>2015</b>	123.4	123.7	120.7	114.1	111	112.5	115.7	117.4	117	112.6	111.4	111.8
<b>2016</b>	114.5	108.8	106.4	107.7	111.9	115.6	119.8	126.2	126	128.2	130	127.5

#### 1. Formula for the Adjustment of the Firm Prices for the Extended Periods

$$P_{(e)} = P \times \frac{AVE_{(e)}}{AVE}$$

Where:

- $P_{(e)}$  = Firm Price for the extension period;
- $P$  = Firm Price of the initial period of the standing offer;
- $AVE_{(e)}$  = Index annual average calculated with the data from the latest twelve- (12-) month period available thirty (30) calendar days before the end of the initial or the extended period, as applicable. The  $AVE_{(e)}$  calculated will not be modified as a result of any revision to the Index.
- $AVE$  = Index annual average calculated with the data from the latest twelve- (12-) month period at time of closing of the Request for Standing Offer.

The adjustment will not be applied if the ratio  $AVE_{(e)} / AVE$  is lower than 1. If the ratio  $AVE_{(e)} / AVE$  is lower than 1, the firm prices for the extended period will correspond to the firm prices of the initial period.

#### 2. Example

For the purpose of this example:

- (a) The request for standing offer closed on November 17, 2014.
- (b) The initial period of the standing offer was from January 25, 2015 to January 24, 2016.
- (c) The first extended period was from January 25, 2016 to January 24, 2017.



(d) The second extended period was from January 25, 2017 to January 24, 2018.

(e) The firm price of the Item was \$200 for the initial period.

## 2.1 AVE Determination

In accordance with the definition of AVE in section 1, the latest twelve- (12-) month period available the month of the closing date of the Request for Standing Offer is from November 2013 to October 2014

### Industrial Product Price Index for Cold-Rolled Sheet and Strip, of Iron or Non-Alloy Steel [312121]

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2013	100.8	102.4	103.8	102.8	102.1	103.1	105	104.7	104.3	104.7	107.7	109.2
2014	113	114.8	113.8	114.8	114.6	114.4	113.6	117	117.6	118.8	119.4	119.7

$$AVE = \frac{107.7 + 109.2 + 113 + 114.8 + 113.8 + 114.8 + 114.6 + 114.4 + 113.6 + 117 + 117.6 + 118.8}{12}$$

$$AVE = \frac{1369.3}{12} = 114.1$$

The annual average (AVE) calculated is 114.1 in accordance with the data for the twelve- (12-) month period available at closing date of the Request for Standing Offer.

## 2.2 First Extended Period

### 2.2.1 AVE<sub>(e)</sub> Determination for the First Extended Period

In accordance with the definition of AVE<sub>(e)</sub> above, the data for the latest twelve- (12-) month period available thirty (30) calendar days before the end of the initial period (i.e., December 25, 2015) will be the period from December 2014 to November 2015.

### Industrial Product Price Index for Cold-Rolled Sheet and Strip, of Iron or Non-Alloy Steel [312121]

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2013	100.8	102.4	103.8	102.8	102.1	103.1	105	104.7	104.3	104.7	107.7	109.2
2014	113	114.8	113.8	114.8	114.6	114.4	113.6	117	117.6	118.8	119.4	119.7
2015	123.4	123.7	120.7	114.1	111	112.5	115.7	117.4	117	112.6	111.4	111.8

$$AVE_{(e)} = \frac{119.7 + 123.4 + 123.7 + 120.7 + 114.1 + 111 + 112.5 + 115.7 + 117.4 + 117 + 112.6 + 111.4}{12}$$

$$AVE_{(e)} = \frac{1399.2}{12} = 116.6$$

The Index annual average (AVE<sub>(e)</sub>) calculated is 116.6 in accordance with the data for the latest twelve- (12-) month period available thirty (30) calendar days before the end of the initial period.

### 2.2.2 Firm Price Determination for the First Extended Period

$$P_{(e)} = P \times \frac{AVE_{(e)}}{AVE} = \$200 \times \frac{116.6}{114.1} = \$200 \times 1.0219 = \$204.38$$

The firm price for the first extended period of the item would be \$204.38.

## 2.3 Second Extended Period

### 2.3.1 AVE<sub>(e)</sub> Determination for the Second Extended Period

In accordance with the definition of AVE<sub>(e)</sub> above, the data from the latest twelve- (12-) month period available thirty (30) calendar days before the end of the first extended period (i.e., December 25, 2016) will be the period of December 2015 to November 2016.

#### Industrial Product Price Index for Cold-Rolled Sheet and Strip, of Iron or Non-Alloy Steel [312121]

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2013	100.8	102.4	103.8	102.8	102.1	103.1	105	104.7	104.3	104.7	107.7	109.2
2014	113	114.8	113.8	114.8	114.6	114.4	113.6	117	117.6	118.8	119.4	119.7
2015	123.4	123.7	120.7	114.1	111	112.5	115.7	117.4	117	112.6	111.4	111.8
2016	114.5	108.8	106.4	107.7	111.9	115.6	119.8	126.2	126	128.2	130	127.5

$$AVE_{(e)} = \frac{111.8 + 114.5 + 108.8 + 106.4 + 107.7 + 111.9 + 115.6 + 119.8 + 126.2 + 126 + 128.2 + 130}{12}$$

$$AVE_{(e)} = \frac{1406.9}{12} = 117.2$$

The Index annual average (AVE<sub>(e)</sub>) calculated is 117.2 in accordance with the data for the latest twelve- (12-) month period available thirty (30) calendar days before the end of the first extended period.

### 2.3.2 Firm price determination for the second extended period

$$P_{(e)} = P \times \frac{AVE_{(e)}}{AVE} = \$200 \times \frac{117.2}{114.1} = \$200 \times 1.0272 = \$205.44$$

The firm price for the second extended period of the item would be \$205.44.