

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

Fuel & Construction Products Division
11 Laurier St./11, rue Laurier
7A2, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

| | |
|---|--|
| Title - Sujet Barbed Wire | |
| Solicitation No. - N° de l'invitation W8486-173945/A | Date 2017-08-15 |
| Client Reference No. - N° de référence du client 6000387384 | GETS Ref. No. - N° de réf. de SEAG PW-\$\$HL-420-73266 |
| File No. - N° de dossier hl420.W8486-173945 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-09-25 | Time Zone Fuseau horaire Eastern Daylight Saving Time EDT |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Dumm, Jennifer | Buyer Id - Id de l'acheteur hl420 |
| Telephone No. - N° de téléphone (873)469-3349 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: AS PER CALL-UP DOCUMENT | |
| Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. | |

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into 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 and Additional Information: includes the certifications and additional information 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 Financial Offer.

1.2 Summary

1.2.1 To supply Barbed Wire as detailed in Annex "A" - Requirement, for the Department of National Defence (DND), delivered duty paid to Montreal, Quebec and Edmonton, Alberta. Deliveries are as-and-when requested by DND, commencing from the date of issue of the Standing Offer for a period two (2) years. The total amount that could be called up by Canada against the proposed standing offer is estimated at \$450,000.00, Applicable Taxes extra.

1.2.2 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 Canadian Free Trade Agreement (CFTA).

1.2.3 The Request for Standing Offers (RFSO) is to establish a National Individual Standing Offer for the requirement detailed in the RFSO, to the Identified User, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

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 (2017-04-27) 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

2.1.1 Condition of Material - Offer

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the closing date of the Request for Standing Offer.

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 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

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

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

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

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

Section I: Technical Offer

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

3.1.1 Equivalent Products

- 1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the Request for Standing Offer will be considered where the Offeror:
 - (a) designates the brand name and model and/or part number and NSCM/CAGE of the substitute product;
- 2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - (a) the offer fails to provide all the information requested to allow the Standing Offer Authority to fully evaluate the equivalency of each substitute product; or
 - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- 3. In conducting its evaluation of the offers, Canada may, but will have no obligation to, request offerors offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the Request for Standing Offer, at the sole cost of the offeror, within three (3) business days (or other delay specified herein) of the request. If the offeror fails to provide the requested information within the specified delay, Canada may declare the offer non-responsive.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the following to identify which cards will be accepted.

The Offeror accepts 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)

If the above 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.

3.1.3 Exchange Rate Fluctuation Risk Mitigation

1. The Offeror may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Offeror claims for an exchange rate adjustment, this request must be clearly indicated in the offer at time of bidding. The Offeror must submit form PWGSC-TPSGC 450 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>), Claim for Exchange Rate Adjustments with its offer, 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 Offeror 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 Offeror must complete columns (1) to (4) on form PWGSC-TPSGC 450 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>), for each line item where they want to invoke the exchange rate fluctuation provision. Where offers 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 Offeror will not be accepted for the purposes of this exchange rate fluctuation provision.

3.1.4 Prices

The Offeror must submit firm unit prices in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included.

Section III: Certifications

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

Section IV: Additional Information

Offeror's Representative

Name and telephone number of the person responsible for:

| | General Enquiries | Delivery Follow-up |
|-----------------|-------------------|--------------------|
| Name: | _____ | _____ |
| Telephone No.: | _____ | _____ |
| Facsimile No.: | _____ | _____ |
| E-mail address: | _____ | _____ |

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.1.1.1 Mandatory Technical Criteria

- a) Offers must clearly indicate the part number and manufacturer (NSCM/CAGE) offered in Annex "A" - Requirement; and
- b) If equivalent products are being offered, the Offerors must indicate the part number and manufacturer (NSCM/CAGE).

4.1.2 Financial Evaluation

- a) The Offeror must offer firm unit prices in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination Incoterms 2000, Customs Duties included, for the minimum quantity, quantity range, and each Supply Year per destination; and
- b) The Offerors' financial bid must be in accordance with the Basis of Payment; and
- c) To be considered, an offer must contain an offer for the minimum quantity, quantity ranges, and Supply Years per destination in this Request for Standing Offer.

4.1.3 Evaluation of Price

For evaluation purposes a quantity of 200 coils will be used. The total evaluated aggregate price will be calculated by multiplying 200 coils by the minimum quantity unit price quoted for each Supply Year per destination. The extended sub-totals for each Supply Year per destination will then be added to arrive at the total evaluated aggregate price.

Example: Edmonton

200 x Supply Year 1 minimum quantity price = \$XXXX

200 x Supply Year 2 minimum quantity price = \$XXXX

Montreal

200 x Supply Year 1 minimum quantity price = \$XXXX

200 x Supply Year 2 minimum quantity price = \$XXXX

Total Evaluated Aggregate Price = \$XXXX

4.2 Basis of Selection

An offer must comply with all requirements of the Request for Standing Offer to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for award of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. 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>), 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 (<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 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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 General Environmental Criteria Certification

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

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

Offerors' Authorized Representative Signature

Date

or

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

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

Offerors' Authorized Representative Signature

Date

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to this RFSO.

6.2 Financial Capability

Not applicable.

6.3 Insurance Requirements

See Part 7 – Standing Offer and Resulting Contract Clauses, Section B. Resulting Contract Clauses, Article 7.6.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

There is no security requirement applicable to the 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 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2005, General Conditions - Standing Offers - Goods or Services, is amended as follows:

Delete: 2005 04 (2014-09-25) Offer

Insert: **2005 04 Offer**

1. The Offeror offers to provide and deliver to Canada the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when Identified Users listed in the Standing Offer may request those goods or services or combination of goods and services, in accordance with the conditions listed at subsection 2 below.
2. The Offeror understands and agrees that:
 - a. a call-up against the Standing Offer will form a contract only when those goods or services or combination of goods and services have been requested, provided that the Call-ups is made in accordance with the provisions of the Standing Offer;
 - b. Canada's liability is limited to that which arises from Call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c. Canada may require that the purchase of goods or services or combination of goods and services listed in the Standing Offer be made using an electronic purchasing tool. Unless otherwise specified in the Standing Offer, Canada will provide the Offeror at least three calendar months' notice before imposing this requirement;
 - d. the Standing Offer cannot be assigned or transferred in whole or in part;
 - e. the Standing Offer may be set aside by Canada at any time.

Delete: 2005 05 (2006-08-15) Call-ups

Insert: **2005 05 Call-ups**

If applicable, Identified Users will use the form included in the Standing Offer to order goods or services or combination of goods and services. Requests for goods or services or combination of goods and services may also be initiated through telephone calls, facsimiles, emails, etc. or by using Canada acquisition cards (Visa or MasterCard).

Call-ups ordered and paid for with Canada acquisition cards (Visa and MasterCard), including Call-ups made by telephone calls must be confirmed in writing through

emails, facsimiles or other means, and must be in accordance with the terms and conditions and at the prices stipulated in the Standing Offer.

7.3.2 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C" – Standing Offer Reporting Requirements. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must 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:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth 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.

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 _____ 2017 to _____ 2019. *(two years, dates to be determined at time of issuance of the standing offer).*

7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "B" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Jennifer Dumm, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Commercial & Alternative Acquisitions Management Sector
Logistics, Electrical, Fuel & Transportation Directorate
Fuel & Construction Products Division (HL)
11 Laurier Street, 7A2, Place du Portage, Phase III
Gatineau, QC K1A 0S5
Telephone: 873-469-3349 Facsimile: 819-956-5227
E-mail address: Jennifer.Dumm@tpsgc-pwgsc.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 Offeror's Representative

Name and telephone number of the person responsible for:

| | General Enquiries | Delivery Follow-up |
|-----------------|--------------------------|---------------------------|
| Name: | _____ | _____ |
| Telephone No.: | _____ | _____ |
| Facsimile No.: | _____ | _____ |
| E-mail address: | _____ | _____ |

7.6 Identified Users

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

Department of National Defence
DLP 3 Personnel
MGen George R. Pearkes Bldg.
101 Colonel By Drive
Ottawa, Ontario K1A 0K2

7.7 Call-up Instrument

The Work will be authorized or confirmed by Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements..

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

7.9 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 (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;
- f) Annex B, Financial Offer;
- g) the Offeror's offer dated _____ as clarified on _____, or as amended on _____.

7.10 Certifications and Additional Information

7.10.1 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.

7.11 Applicable Laws

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

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

(Insert the following clause when payment by credit cards is accepted by the Offeror)

Section 16 Interest on Overdue Accounts, of 2010A (2016-04-04) General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.2 Delivery Date

Delivery must be completed in accordance with the delivery details in Annex "B" Financial Offer.

7.4 Payment

7.4.1 Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), DDP to destination, as specified in Annex "B". Customs duties are included, and Applicable Taxes are extra.

7.4.2 Limitation of Price

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

7.4.3 Terms of Payment

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

7.4.4 Electronic Payment of Invoices – Call-up (to be included if accepted by Offeror in Part 3)

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)

7.4.5 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 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>), 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 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>) (i.e. $[i_1 - i_0] / i_0$).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

7.5 Invoicing Instructions**NO INVOICES TO BE SUBMITTED TO THE CONSIGNEE'S.**

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.

Invoices must be submitted on Contractor's own invoice form, made out to the consignor, and must be prepared to show:

- a. the date;
- b. name and address of the consignee;
- c. item number, quantity, part number, NATO stock number and description;
- d. DND 942 Call-up number.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to following for certification and payment:

National Defence Headquarters
 MGen George R. Pearkes Building
 101 Colonel By Drive, Ottawa, Canada, K1A 0K2
 Attention: DLP 6-3-6-1

- c. One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Contract.

3. Payment will only be made on receipt of satisfactory invoices duly supported by specified release documents and/or other documents called for under this contract. Invoices are not to be submitted prior to shipment of material.

7.6 Insurance - No Specific Requirement

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.

7.7 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

7.8 SACC Manual Clauses

The following terms and conditions are incorporated herein

| SACC Reference | Section | Date |
|----------------|---|------------|
| B4019C | United States Military Specifications and Standards | 2015-02-25 |
| B7500C | Excess Goods | 2006-06-16 |
| D2000C | Marking | 2007-11-30 |
| D2001C | Labelling | 2007-11-30 |
| 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 |

7.9 Preparation for Delivery using Specification D-LM-008-036/SF-000

The Contractor must prepare item for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack. The Contractor must package item in quantities of no more than 18 per pallet.

7.10 Shipping Instructions - Delivery and Destination Schedules Unknown

- The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (to destinations specified herein). 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.
- 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.
 - 7 CF Supply Depot Lancaster Park, Edmonton, Alta
Telephone: 780-973-4011, ext. 4524
 - 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

Item 001:

Description:

NSN 5660-20-008-2459 BARBED WIRE

MATERIAL: STEEL. SURFACE TREATMENT: ZINC. SINGLE WIRE CROSS-SECTIONAL SHAPE: ROUND. FEATURES PROVIDED: TWO-STRAND WIRE BARB CROSS CROSS-SECTIONAL SHAPE: ROUND. BARB POINT QUANTITY: 4. CENTRE TO CENTRE DISTANCE BETWEEN BARBS: 4.0 INCHES MINIMUM AND 6.0 INCHES MAXIMUM. SPECIAL FEATURES: 12.5 GAUGE; CLASS 1 ZINC.

REELS MUST HAVE A CIRCULAR CENTRAL PART TO ALLOW FOR THE INSERTION OF A ROD FOR EASY UNROLLING OF THE BARBED WIRE. REEL WILL CONTAIN 1,320 FEET OF BARBED WIRE.

Keystone Steel & Wire Co., Peoria, IL (6YUL3)
P/N: 70481

Or equivalent

PROPOSED P/N: _____

PROPOSED NSCM/CAGE: _____

Supply Periods:

Prices are to be firm for each Supply Year:

Supply Year 1 – from date of issuance of a standing offer for a period of 12 months ending 2018;
Supply Year 1 – for a period of 12 months ending 2019.

ANNEX "B"

FINANCIAL OFFER

Offerors are requested to provide their minimum quantity, up to a maximum of 30 coils. Quantity ranges are to be expressed in multiples of the minimum quantity specified (example: minimum quantity 27 coils, quantity ranges = 28 to 108, 109 to 216, 217 to 324, 325 to 432, etc.).

| | | | | | | | |
|--|---|--------------------------|---------------------------|--------------------------|-----------------------------|---|--|
| Item 001: NSN 5660-20-008-2459 BARBED WIRE To be supplied in accordance with the Requirement at Annex A". | | | | | | | |
| Destinations: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> National Defence 7CFSD Receipts Section CFB Edmonton Bldg 236 East End 195 Ave & 82ND St. Edmonton, AB T5J 4J5 Canada </td> <td style="width: 50%; vertical-align: top;"> National Defence 25 CFSD Receipts Section 6363 Notre Dame East Montreal, QC H1N 3V9 Canada </td> </tr> </table> | | | | | | National Defence 7CFSD Receipts Section CFB Edmonton Bldg 236 East End 195 Ave & 82 ND St. Edmonton, AB T5J 4J5 Canada | National Defence 25 CFSD Receipts Section 6363 Notre Dame East Montreal, QC H1N 3V9 Canada |
| National Defence 7CFSD Receipts Section CFB Edmonton Bldg 236 East End 195 Ave & 82 ND St. Edmonton, AB T5J 4J5 Canada | National Defence 25 CFSD Receipts Section 6363 Notre Dame East Montreal, QC H1N 3V9 Canada | | | | | | |
| | Firm Unit Price per coil in Canadian Funds (Applicable Taxes Extra, DDP to destination) | | | | | | |
| | 7CFSD Edmonton AB | | 25CFSD Montreal QC | | | | |
| QUANTITY | SUPPLY YEAR 1 | SUPPLY YEAR 2 | SUPPLY YEAR 1 | SUPPLY YEAR 2 | Delivery (weeks) | | |
| Minimum Quantity _____ (maximum 30 coils) | \$ _____ | \$ _____ | \$ _____ | \$ _____ | _____ | | |
| Quantity _____ to _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ | _____ | | |
| Quantity _____ to _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ | _____ | | |
| Quantity _____ to _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ | _____ | | |
| Quantity _____ to _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ | _____ | | |
| Quantity _____ to _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ | _____ | | |
| Quantity _____ and over | \$ _____ | \$ _____ | \$ _____ | \$ _____ | _____ | | |

NOTE TO OFFEROR:

Offeror's are to submit their unit price per coil on the understanding that DND will issue call-ups against the standing offer for quantities in multiples of the minimum quantity.

ANNEX "C"

STANDING OFFER REPORTING REQUIREMENTS

Instructions for submission of standing offer usage data.

Please e-mail the information, to the following address on a quarterly basis:

Jennifer.Dumm@tpsgc-pwgsc.gc.ca or by fax (819) 956-5227

Please indicate the Standing Offer number in the email Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spent to date, by government department;
- you may use the attached template or your own format as long as it contains the required information.

(Add lines as necessary)

| Standing Offer | | (Insert Standing Offer #) | | | 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) | |
| Department Requesting | Order Number | Item Description | Part Number - If Applicable | Item Quantity | Unit of Issue (each, metre/ foot, etc) | Date of Order | Date of Delivery | Value of Order (Applicable Taxes and Delivery extra) |
| | | | | | | | | |
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