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**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**

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

**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> Fitness Evaluation Equipment Kit	
<b>Solicitation No. - N° de l'invitation</b> W6369-16A070/A	<b>Date</b> 2018-01-02
<b>Client Reference No. - N° de référence du client</b> W6369-16A070	<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> hs646.W6369-16A070	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-646-74054	
<b>Date of Original Request for Standing Offer</b> 2018-01-02	
<b>Date de la demande de l'offre à commandes originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-02-14</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dubeau, Stéphane	<b>Buyer Id - Id de l'acheteur</b> hs646
<b>Telephone No. - N° de téléphone</b> (819) 420-0337 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Acknowledgement copy required</b> <b>Accusé de réception requis</b>	<b>Yes - Oui</b> <input type="checkbox"/>	<b>No - Non</b> <input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

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**This amendment is raised to modify the Request for proposal as follows:**

**1) Delete: The request for proposal Table of content Part 1, 2, 3, 4, 5 and 6 in its entirety.**

**Insert: The following Table of contents Part 1, 2, 3, 4, 5 and 6**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into six (6) parts plus attachments and annexes, as follows:

- Part 1: General Information: provides a general description of the requirement;
- Part 2: Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3: Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4: Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;
- Part 5: Certifications and additional information: includes the certifications and additional information to be provided; and,
- 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 the requirement, the pricing and any other annexes.

### **1.2 Summary**

- 1.2.1 The Department of National Defence and the Canadian Armed Forces (CAF) requires fitness evaluation equipment kit to enable (CAF) members to perform the annual fitness evaluation known as FORCE that measures the minimum fitness requirement of CAF Employment Bona Fide Operational Requirement.

The National Individual Standing Offer (NISO) will be for an initial period of two (2) years with an option to extend the offer for one (1) additional period of one (1) year. The delivery locations are currently CAF base located across Canada.
- 1.2.2 The requirement is subject to the provisions of 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 National Individual Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to the Labrador Inuit Land Claim Agreement, the Tlicho Land Claims Agreement and the Tsawwassen Final Agreement.

### **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) (<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: sixty (60) calendar days

Insert: one hundred and twenty (120) calendar days

#### **2.1.1 SACC Manual Clauses**

Reference	Section	Date
M1004T	Condition of Material - Offer	2016-01-28

### **2.2 Submission of Offers**

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

### **2.3 Improvement of Requirement during Solicitation Period**

Should Offerors consider that the requirement contained in the RFSO could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the RFSO. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least seven (7) calendar days before the RFSO closing date and time. Canada will have the right to accept or reject any or all suggestions.

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

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

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

## **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.

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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 (4 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 the bid solicitation.

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

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

#### **Section I: Technical Offer**

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Offerors should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.



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## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Part 6B – Basis of payment and Annex C – Pricing.

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

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

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

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

### **3.1.2 Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the offer non-responsive.

## **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## **Section IV: Additional Information**

Canada requests that Offerors submit the following information:

### **3.1.3 Offeror Contacts**

Name and telephone number of the person responsible for:

#### **Call-ups:**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

#### **Delivery follow-up**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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### **3.1.4. Delivery Locations by Provinces (Points)**

Delivery of the requirement will be made to delivery points specified at Annex D-Delivery Locations by Provinces (Point) of the Standing Offer.

#### **3.1.4.1 Delivery**

While delivery are requested within fifteen (15) calendar days from receipt of a call-up document against the Standing Offer, the best delivery that could be offered, which should not exceed thirty (30) calendar days, are as follows:

- |         |  |
|---------|--|
| Point A | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point B | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point C | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point D | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point E | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point F | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point G | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point H | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point I | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point J | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point K | Within ____calendar days from receipt of a call-up against the Standing Offer. |

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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 (RFSO) including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria –Samples and Supporting Documentation**

As part of the technical evaluation, the Offeror's sample of the following items: one (1) outer bag, one (1) inner liner, two (2) carabiners, one (1) drag strap must be included with the offer.

The samples will be visually and manually evaluated in conformance to specified materials and measurements specified with Annex A – Requirement and Annex B – Sandbag Design. The samples must meet all mandatory technical evaluation criteria details in Annex G – Mandatory Technical Evaluation Criteria. Samples not meeting the Mandatory Technical Evaluation Criteria will be rejected and result in the offer being declared non-responsive.

The Offeror must deliver the required samples at no charge to Canada and must ensure that they are received with the offer 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. Failure to submit the required samples within the specified timeframe will result in the offer being declared non-responsive. The samples submitted by the Offeror will remain the property of Canada.

In the event that a sample in the desired color is not available to the Offeror in a time frame to manufacture the sample, the Offeror may use a similar color, on the condition that a letter addressing guaranteeing that should the Offeror be awarded the Standing Offer, the color will be in accordance with the technical requirement.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial 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 fully complete Annex C-Pricing and submit firm unit prices for all items, all quantity range, for the initial period and the option year.

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#### **4.1.2.2 Aggregate Evaluated Price**

For each delivery point, the average firm unit prices per year will be multiplied by their identified estimated quantities to obtain the evaluated price per year.

The sum of all evaluated prices per year will determine the evaluated aggregate price per delivery point.

The sum of all evaluated prices per delivery point will determine the total aggregate evaluated price.

Example of financial evaluation calculation

##### **Delivery Point A**

**1<sup>st</sup> firm year** –  $(\$65 + \$65)/2 = \$65 \times 50 = \$3250$

**2<sup>nd</sup> firm year** –  $(\$66 + \$66)/2 = \$66 \times 25 = \$1650$

**Option firm year 1** –  $(\$67 + \$67)/2 = \$67 \times 25 = \$1675$

**\$3250 + \$1650 + \$1675 = \$6,575**

##### **Delivery Point B**

**1<sup>st</sup> firm year** –  $(\$65 + \$65)/2 = \$65 \times 10 = \$650$

**2<sup>nd</sup> firm year** –  $(\$66 + \$66)/2 = \$66 \times 10 = \$660$

**Option firm year 1** –  $(\$67 + \$67)/2 = \$67 \times 10 = \$670$

**\$650 + \$660 + \$670 = \$1,980**

##### **Delivery Point C**

**1<sup>st</sup> firm year** –  $(\$65 + \$65)/2 = \$65 \times 50 = \$3250$

**2<sup>nd</sup> firm year** –  $(\$66 + \$66)/2 = \$66 \times 25 = \$1650$

**Option firm year 1** –  $(\$67 + \$67)/2 = \$67 \times 25 = \$1675$

**\$3250 + \$1650 + \$1675 = \$6,575**

##### **Delivery Point D**

**1<sup>st</sup> firm year** –  $(\$65 + \$65)/2 = \$65 \times 80 = \$5200$

**2<sup>nd</sup> firm year** –  $(\$66 + \$66)/2 = \$66 \times 75 = \$4950$

**Option firm year 1** –  $(\$67 + \$67)/2 = \$67 \times 75 = \$5025$

**\$5200 + \$4950 + \$5025 = \$15,175**

##### **Delivery Point E**

**1<sup>st</sup> firm year** –  $(\$65 + \$65)/2 = \$65 \times 85 = \$5525$

**2<sup>nd</sup> firm year** –  $(\$66 + \$66)/2 = \$66 \times 75 = \$4950$

**Option firm year 1** –  $(\$67 + \$67)/2 = \$67 \times 75 = \$5025$

**\$5525 + \$4950 + \$5025 = \$15,500**

##### **Delivery Point F**

**1<sup>st</sup> firm year** –  $(\$65 + \$65)/2 = \$65 \times 30 = \$1950$

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**2<sup>nd</sup> firm year –  $(\$66 + \$66)/2 = \$66 \times 25 = \$1625$**

**Option firm year 1 –  $(\$67 + \$67)/2 = \$67 \times 25 = \$1675$**

**$\$1950 + \$1625 + \$1675 = \$5,250$**

**Delivery Point G**

**1<sup>st</sup> firm year –  $(\$65 + \$65)/2 = \$65 \times 25 = \$1625$**

**2<sup>nd</sup> firm year –  $(\$66 + \$66)/2 = \$66 \times 20 = \$1320$**

**Option firm year 1 –  $(\$67 + \$67)/2 = \$67 \times 20 = \$1340$**

**$\$1625 + \$1320 + \$1340 = \$4,285$**

**Delivery Point H**

**1<sup>st</sup> firm year –  $(\$65 + \$65)/2 = \$65 \times 25 = \$1625$**

**2<sup>nd</sup> firm year –  $(\$66 + \$66)/2 = \$66 \times 20 = \$1320$**

**Option firm year 1 –  $(\$67 + \$67)/2 = \$67 \times 20 = \$1340$**

**$\$1625 + \$1320 + \$1340 = \$4,285$**

**Delivery Point I**

**1<sup>st</sup> firm year –  $(\$65 + \$65)/2 = \$65 \times 75 = \$4875$**

**2<sup>nd</sup> firm year –  $(\$66 + \$66)/2 = \$66 \times 60 = \$3960$**

**Option firm year 1 –  $(\$67 + \$67)/2 = \$67 \times 60 = \$5025$**

**$\$4875 + \$3960 + \$5025 = \$13,860$**

**Delivery Point J**

**1<sup>st</sup> firm year –  $(\$65 + \$65)/2 = \$65 \times 10 = \$650$**

**2<sup>nd</sup> firm year –  $(\$66 + \$66)/2 = \$66 \times 10 = \$660$**

**Option firm year 1 –  $(\$67 + \$67)/2 = \$67 \times 10 = \$670$**

**$\$650 + \$660 + \$670 = \$1,980$**

**Delivery Point K**

**1<sup>st</sup> firm year –  $(\$65 + \$65)/2 = \$65 \times 3 = \$195$**

**2<sup>nd</sup> firm year –  $(\$66 + \$66)/2 = \$66 \times 3 = \$198$**

**Option firm year 1 –  $(\$67 + \$67)/2 = \$67 \times 3 = \$201$**

**$\$195 + \$198 + \$201 = \$594$**

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	Aggregate price per delivery point
<b>Delivery Point – A</b>	<b>\$6,575.00</b>
<b>Delivery Point –B</b>	<b>\$1,980.00</b>
<b>Delivery Point – C</b>	<b>\$6,575.00</b>
<b>Delivery Point – D</b>	<b>\$15,175.00</b>
<b>Delivery Point – E</b>	<b>\$15,500.00</b>
<b>Delivery Point – F</b>	<b>\$5,250.00</b>
<b>Delivery Point – G</b>	<b>\$4,285.00</b>
<b>Delivery Point - H</b>	<b>\$4,285.00</b>
<b>Delivery Point – I</b>	<b>\$13,860.00</b>
<b>Delivery Point – J</b>	<b>\$1,980.00</b>
<b>Delivery Point – K</b>	<b>\$594.00</b>
<b>Total aggregate price</b>	<b>\$76,059.00</b>

**The total evaluated aggregate price would be:      \$76,059.00**

#### **4.2      Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest aggregate evaluated price including the option will be recommended for issuance of a standing offer.

Only one (1) offer 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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.

## 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer Award

### 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.

\_\_\_\_\_  
Offers' Authorized Representative Signature

\_\_\_\_\_  
Date

or

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

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

<b>Green Practices within the Offerors' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
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.	

\_\_\_\_\_  
Offers' Authorized Representative Signature

\_\_\_\_\_  
Date

### **5.2.3.3 Product Conformance**

The Offeror certifies that all goods proposed conform, and will continue to conform throughout the duration of the Standing Offer in accordance with Annex A - Requirement and Annex B - Sandbag Design.

\_\_\_\_\_  
Offers' Authorized Representative Signature

\_\_\_\_\_  
Date

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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 Annex A - Requirement and Annex B - Sandbag Design.

#### **6.2 Security Requirements**

There is no security requirement applicable to this Standing Offer.

##### **6.2.1 Technical Changes, Substitutes and Alternatives**

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

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

#### **6.3 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 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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### **6.3.2 Standing Offers Reporting**

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 entitled "Annex E - Standing Offer Quarterly Usage ". 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.

### **6.3.3 Standing Offers - Final Report**

On completion or termination of the National Individual Standing Offer (NISO), the offeror must produce a detailed final report with all cumulative data of the call-ups. Data must also include all purchases paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically to the Standing Offer Authority, no later than thirty (30) calendar days after the end of the completion or the set-aside of the Standing Offer.

## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from the effective date of the Standing Offer to \_\_\_\_\_(to be inserted by PWGSC).

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#### **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 one (1) additional period of one (1) year, under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **6.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offers (SO) is for the delivery of the requirement detailed in the SO, to the Identified Users across Canada, including areas subject to the Labrador Inuit Land Claim Agreement, the Tlicho Land Claims Agreement and the Tsawwassen Final Agreement.

#### **6.4.4 Delivery points by Provinces**

Delivery of the requirement will be made to delivery point(s) specified at Annex D - Delivery Locations by Provinces (Point) of the Standing Offer.

#### **6.4.5 Delivery Date**

Delivery must be made as follows unless mutually agreed upon by the Offeror and the Identified User representative.

- |         |  |
|---------|--|
| Point A | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point B | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point C | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point D | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point E | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point F | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point G | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point H | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point I | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point J | Within ____calendar days from receipt of a call-up against the Standing Offer. |
| Point K | Within ____calendar days from receipt of a call-up against the Standing Offer. |

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## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Stéphane Dubeau, Supply Team Leader

Public Works and Government Services Canada - Acquisitions Branch

Logistics, Electrical, Fuel and Transportation Directorate - HS Division

7B1, Place du Portage, Phase III,

11 Laurier Street, Gatineau, Quebec

K1A 0S5

Telephone: (819) 420-0337

E-mail address: stephane.dubeau@pwgsc-tpsgc.gc.ca

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

### **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**

Name and telephone number of the person responsible for :  
(will be inserted at issuance of standing offer)

**General enquiries:** (to be inserted by PWGSC)

Name:

Telephone:

Facsimile:

E-mail:

**Delivery follow-up** (to be inserted by PWGSC)

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

Telephone:

Facsimile:

E-mail:

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## 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Department of National Defence.

## 6.7 Call-up Instrument

The Work will be authorized or confirmed by the 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.

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

Requirements exceeding \$40,000.00 (Applicable Taxes included) must be submitted to Standing Offer Authority for processing.

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## **6.9 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 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2016-04-04) General Conditions - Goods, Services (Medium Complexity);
- e) Annex A - Requirement;
- f) Annex B - Sand Bag Design;
- g) Annex C –Pricing;
- h) Annex D - Delivery Locations by Provinces (Point);
- i) the Offeror's offer To be inserted by PWGSC as amended To be inserted by PWGSC

## **6.10 Certifications**

### **6.10.1 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.

## **6.11 Applicable Laws**

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

## **6.12 Meeting after Issuance of Standing Offer**

Within ten (10) calendar days from the effective date of the Standing Offer, the Offeror must contact the Standing Offer Authority to determine if a meeting is required. A meeting will be convened at Canada's discretion to review the procedures for making call-ups, the technical and contractual requirements. The Offeror must prepare and distribute the minutes of the meeting

within five (5) calendar days after the meeting has been held. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence, Public Works and Government Services Canada and other federal government departments as required.

### **6.13 Pre-Production Samples and Supporting Documentation**

#### **1. Samples**

The Offeror must provide pre-production samples of the items specified below to Department of National Defence (DND) for acceptance within 30 calendar days from date of the first call-up against Standing Offer.

one (1) outer bag  
one (1) inner liner  
two (2) carabiners  
one (1) drag strap

1.1. If the pre-production samples are rejected, the Offeror must submit a second pre-production samples within thirty (30) calendar days of notification of rejection from DND.

1.2. Rejection by DND of the pre-production second samples submitted by the Offeror for failing to meet the technical requirements, will be grounds for termination of the call-up for default and/or the setting aside of the Standing Offer.

#### **2. Supporting Documentation**

2.1 The Offeror must provide the pre-production samples to DND with laboratory test report for the following tests:

ASTM D6193  
ASTM D1683  
Pile stitching per inch (numbers of stitches per square inch)

2.2 The Offeror must have the pre-production sample tested:

2.2.1 by an independent, arm's length third party laboratory accredited by the Standards Council of Canada (or other nationally or internationally recognized laboratory accrediting body) to conduct the tests identified in the item specification(s) or

2.2.2 by an independent, arm's length third party laboratory operating a ISO 17025:2005 system, and participating regularly in a recognized proficiency testing program for the contracted product(s).



- 
3. The Offeror must provide the pre-production samples, and a copy of the inspection and test report(s), to DND, transportation charges prepaid, and without charge to Canada. The sample(s) submitted by the Offeror will remain the property of Canada
  4. DND will notify the Offeror, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production samples. A copy of this notification will also be provided by DND to the Standing Offer Authority. The notice of the full acceptance or conditional acceptance does not relieve the Offeror of its responsibility to meet all requirements and of the Standing Offer (SO) and any call-up against this SO.
  5. The Offeror must not commence or continue with production of the items and must not make any deliveries until the Offeror has received a written notification from DND that the pre-production samples are fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Offeror.

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## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

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

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

#### **6.2.1 General Conditions**

2010A (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 all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Annex C - Pricing. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

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

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

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

#### **6.4.3 SACC Manual Clauses**

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

## **6.5 Invoicing Instructions**

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

## **6.6 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
A9006C	Defence Contract	2012-07-16
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28
D5545C	ISO 9001:2008 – Quality Management Systems – Requirements (Quality Assurance Code)	2010-08-16

## **6.7 Shipping Instructions Delivery and Destination**

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

## **6.8 Preparation for delivery**

The Contractor must prepare 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 items in quantities of one (1) kit by package.

All other terms and conditions remain unchanged