

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer

Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Marine Machinery and Services / Machineries et services
maritimes

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

Gatineau

Québec

K1A 0S5

Title - Sujet infrared (IR) windows	
Solicitation No. - N° de l'invitation F7044-170260/A	Date 2018-03-28
Client Reference No. - N° de référence du client F7044-170260	GETS Ref. No. - N° de réf. de SEAG PW-\$\$ML-060-26770
File No. - N° de dossier 060ml.F7044-170260	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-05-08	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Therrien, Jeremy	Buyer Id - Id de l'acheteur 060ml
Telephone No. - N° de téléphone (000) - ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div> Specified Herein Précisé dans les présentes </div>	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
<div> <div> <div>Telephone No. - N° de téléphone</div> <div>Facsimile No. - N° de télécopieur</div> </div> </div>	
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

INFRARED TRANSPARENT WINDOW ASSEMBLIES

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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 6A | Standing Offer: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; and |
| Part 6B | Resulting Contract Clauses: 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 (including the Statement of Work), the Basis of Payment, the Electronic Payment Instruments, the Mandatory Technical Criteria Evaluation and the Financial Evaluation Criteria.

1.2 Summary

1.2.1 Requirement

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

1.2.2 Trade Agreements

The requirement is subject to the provisions of the [North American Free Trade Agreement \(NAFTA\)](#), [Canada - Chile Free Trade Agreement \(CCFTA\)](#), [Canada - Colombia Free Trade Agreement](#), [Canada - Honduras Free Trade Agreement](#), [Canada - Korea Free Trade Agreement](#), [Canada - Panama Free Trade Agreement](#), and [Canadian Free Trade Agreement \(CFTA\)](#).

1.2.3 epost Connect service

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation for offer submission. Offerors must refer to Part 2 of the RFSO entitled Instructions to offerors for further information.

1.3 Security Requirements

There is no security requirement applicable to the Standing Offer.

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1.4 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.

The [2006](#) standard instructions is amended as follows:

- Section 5, entitled Submission of offers, is amended as follows:
 - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, for example in the case of epost Connect service, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - subsection 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Service Canada (PWGSC) in the RFSO or to the specified address in the RFSO."
 - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address and procurement business number, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"
- Section 6, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in the section entitled Delayed offers. For offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late offer will be deleted."
- Section 7, entitled Delayed offers, is amended as follows:
 - Subsection 1 is amended to add the following piece of evidence: "a CPC epost Connect service date and time record indicated in the epost Connect conversation activity;"
- Section 8, entitled Transmission by facsimile, is deleted entirely and replaced with the following section:

"Transmission by facsimile or by epost Connect

1. Facsimile

- a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile. The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO. The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSOs.
- b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
 - i. receipt of garbled or incomplete offer;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of an offer; or
 - vii. security of offer data.
- c. An Offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers.

2. epost Connect

- a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service provided by Canada Post Corporation \(https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a\)](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit an offer using epost Connect service, the Offeror must either:
 - i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Offeror to transmit its offer afterward at any time prior to the RFSO closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access the message within the conversation, and the Offeror can reply to the email notification by transmitting its offer.
- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after RFSO closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca. The RFSO number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the RFSO in order to register for the epost Connect service.

- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
- i. receipt of a garbled or incomplete offer;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of the offer;
 - vii. security of offer data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers."

2.1.1 SACC Manual clauses

M0019T (2007-05-25), Firm Price and/or Rates
M1004T (2016-01-28), Condition of Materials - Offer
W0003D (2000-12-01), Free on Board Destination Outside Comprehensive Land Claims Settlement Areas

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 five (5) calendar days before the RFSO closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with Section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I:	Technical Offer
Section II:	Financial Offer
Section III:	Certifications

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I:	Technical Offer in two (2) hard copies;
Section II:	Financial Offer in one (1) hard copy; and
Section III:	Certifications in one (1) hard copy.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

1. use 8.5 x 11 inch (216 mm x 279 mm) paper; and
2. use a numbering system that corresponds to the RFSO.

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

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work in accordance with Annex "E", Mandatory Technical Criteria Evaluation.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex "F", Financial Evaluation Criteria. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "D", 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

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical evaluation criteria to be declared responsive. The Offeror must submit the supporting documentation required in accordance with this requirement.

To be declared responsive, a bid must meet all mandatory technical criteria as described at Annex "E", Mandatory Technical Criteria for which an offer is submitted.

4.1.2 Financial Evaluation

4.1.2.1 Financial Evaluation Criteria

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

4.1.2.2 Eligibility Criterion

In order to be receivable the financial bid must have prices or rates in all the spaces reserved for prices or rates.

To be declared responsive, a bid must meet all financial criteria as described at Annex "F", Financial Evaluation Criteria for which an offer is submitted.

4.1.2.3 Evaluation of Price - Canadian/Foreign Offerors

1. The price of the offer will be evaluated as follows:
 - a. Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. Foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
3. Although Canada reserves the right to issue the Standing Offer either on an FCA plant or DDP destination Incoterms 2000, Canada requests that offerors provide prices FCA their

plant or shipping point and DDP destination. Offers will be assessed on an DDP destination basis.

4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 Requirement

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

6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods 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", Periodic Usage Report. 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 data must be submitted to the Standing Offer Authority no later than fourteen (14) calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from (the date of standing offer) to (three years from the date of standing offer).

(The Standing Offer Authority will insert the information at Standing Offer Award)

6.4.2 Delivery Address

The Contractor must ship the goods prepaid FCA plant or DDP destination (Delivered Duty Paid) Incoterms 2000, as specified in the Call-Up Against Standing Offer. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on

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060ml
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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.

In case of emergency order, additional air freight charge could be applicable.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Jérémy Therrien
Title: Intern Officer
Directorate: Public Works and Government Services Canada
Defence and Marine Procurement Branch
Marine Services and Small Vessel Sector
Address: 11 Laurier Street
Place du Portage III, 6C2-28
Gatineau (Quebec) K1A 0S5
Telephone: (819) 420-4510
Facsimile: (819) 956-0897
E-mail address: Jeremy.therrien@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.

6.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____

Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

(The Standing Offer Authority will insert the information at Standing Offer Award)

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.

6.5.2.1 The Project Authority for the call-up against the Standing Offer

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

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The project Authority for the call-up against the Standing Offer 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. The Technical Authority for the Call-up may be the Project Authority for the call-up against the Standing Offer, the Standing Offer Project Authority or a person delegated by him, if required.

6.5.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

(The Standing Offer Authority will insert the information at Standing Offer Award)

6.6 Identified Users

The designated authorized users to place call-ups to the Standing Offer shall include:

- Superintendent of Marine Engineering, Technical Services Directorate, CCG;
- Production Manager, Marine Engineering, Technical Services Directorate, CCG;
- Vessels Maintenance Managers, Marine Engineering, Technical Services Directorate, CCG; and
- Chief Engineers of ships, Operational Services Directorate, CCG.

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

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

6.8.1 For the Identified Users

Individual call-ups against the Standing Offer must not exceed \$3,000 (Applicable Taxes included).

6.8.2 Standing Offer Authority

Individual call-ups against the Standing Offer of more than \$3,000 (Applicable Taxes included) shall be authorized by the Standing Offer Authority.

6.9 Financial Limitation

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

(The Standing Offer Authority will insert the information at Standing Offer Award)

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when seventy-five percent (75%) of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.10 Priority of Documents

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

- 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 (Medium Complexity) apply to and form part of the Contract;
- e. Annex "A", Requirement;
- f. Annex "B", Basis of Payment; and
- g. the Offeror's offer dated _____.

(The Standing Offer Authority will insert the information at Standing Offer Award)

6.11 Certifications and Additional Information

6.11.1 Compliance

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

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the Offeror in default. Certifications are subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer.

6.12 Applicable Laws

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

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.

(The Standing Offer Authority will insert the following clause if 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.

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 - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price in accordance with the basis of payment, in Annex "B", as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.4.2 Multiple Payments

SACC Manual clause H1001C (2008-05-12)

6.4.3 *SACC Manual* clauses

C0705C (2010-01-11), Discretionary Audit
C2000C (2007-11-30), Taxes - Foreign-based Contractor

6.4.4 Electronic Payment of Invoices - Call-up

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

- a. Visa Acquisition Card;

- b. MasterCard Acquisition Card; or
- c. Direct Deposit.

(The Standing Offer Authority will insert the information at Standing Offer Award)

6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. one (1) copy of the release document and any other documents as specified in the Contract;
 - b. one (1) copy of the invoices, receipts, vouchers for all direct expenses;
 - c. one (1) copy of the Certificate of compliance or equivalent document.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - c. One (1) copy must be forwarded to the Project Authority.

6.6 Insurance - No Specific Requirement

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

6.7 SACC Manual clause

[B7500C](#) (2006-06-16), Excess Goods

6.8 Prepaid Transportation Costs

The Contractor must prepay transportation costs. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

6.9 Condition of Material - Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

6.10 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX "A" REQUIREMENT

1.1 Objective

The objective of this Requirement is to establish a national individual standing offer of "Infrared Transparent Window Assemblies" that will be used on the Canadian Coast Guard (CCG) Vessels.

1.2 Background

The CCG has a requirement to perform thermography inspections on CCG vessels. Some of the vessels already are equipped with "Infrared Transparent Window Assemblies"; others will be equipped in the coming years.

The "Infrared Transparent Window Assemblies" will be procured on as when requested basis by the CCG in Ontario, Quebec, Newfoundland and Labrador, Nova Scotia, New Brunswick and Prince Edward Island.

At the moment there are ten (10) CCG vessels pending the installation of "Infrared Transparent Window Assemblies" which would represent less than 300 "Infrared Transparent Window Assemblies". More vessels may follow.

The expected timeframe for the "Infrared Transparent Window Assemblies" installation is for a single (1) period of three (3) years.

2 Reference Documents, Rules, Regulations and Standards

The parts and service must conform to the following standards:

IEC 60529 - Degrees of protection provided by enclosures (IP Code);
Canada Shipping Act 2001;
Canadian Standards Association (CSA);
TP 127E Ships Electrical Standards;
TCMS (Transport Canada Marine Safety);
IMO regulations, resolutions and amendments, as far as compulsory for this vessel;
Institute of Electrical & Electronic Engineers Standard No. 45 (IEEE-45);
National Electrical Manufacturers Association (NEMA);
Factory Acceptance Test: As required by Supplier; and
Type Approval Certificates for Components, Required.

3 Deliverables

The Contractor shall:

1. Supply the "Infrared Transparent Window Assemblies" meeting this requirement.
2. Provide a certificate of compliance or an equivalent document.

4 Timeframe and Delivery Dates

The Contractor must deliver the goods as per individual call-up against this Standing Offer in no less than fourteen (14) days following the sending date.

5 Designated Users

The designated authorized users to place call-ups to the Standing Offer shall include:

- Superintendent of Marine Engineering, Technical Services Directorate, CCG;
- Production Manager, Marine Engineering, Technical Services Directorate, CCG;
- Vessels Maintenance Managers, Marine Engineering, Technical Services Directorate, CCG; and
- Chief Engineers of ships, Operational Services Directorate, CCG.

6 Authorities

6.1 Project Authority

The Project Authority for the Standing Offer is identified in Part 6A at Article 6.5.2 of the Standing Offer.

6.2 Project Officer

The project officer for the call-up against Standing Offer will be identified in the call-up, and may be the delegated as Project Authority for the call-up.

ANNEX "B"
BASIS OF PAYMENT

During the period of Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below:

1 Prepaid Transportation Costs

The Contractor must prepay transportation costs. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

2 Cost of Materials

Year One (1)			
Requirement			
A	B	C	D
Line Item	Part Number	Description	Unit Price (\$ CAD)
1		Infrared Transparent Window Assembly (FCA Plant)	
2		Infrared Transparent Window Assembly (DDP Destination)	

Year Two (2)			
Requirement			
A	B	C	D
Line Item	Part Number	Description	Unit Price (\$ CAD)
1		Infrared Transparent Window Assembly (FCA Plant)	
2		Infrared Transparent Window Assembly (DDP Destination)	

Year Three (3)			
Requirement			
A	B	C	D
Line Item	Part Number	Description	Unit Price (\$ CAD)
1		Infrared Transparent Window Assembly (FCA Plant)	
2		Infrared Transparent Window Assembly (DDP Destination)	

(The Standing Offer Authority will insert the information at Standing Offer Award)

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ANNEX "C"
PERIODIC USAGE REPORTS

Suppliers must report on a quarterly basis on the call-up/contract activities. Such reports may contain, but are not limited to, the following information:

- a. the standing offer/supply arrangement number;
- b. the supplier name;
- c. the reporting period;
- d. the call-up/contract number for each call-up/contract, including amendments;
- e. the client department;
- f. the contracting authority;
- g. the date of the call-up/contract;
- h. the call-up/contract period;
- i. the line items acquired/services provided;
- j. the value of the call-up/contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.

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ANNEX "D"
ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card; or
- ☐ Direct Deposit.

ANNEX "E"
MANDATORY TECHNICAL CRITERIA EVALUATION

Mandatory technical criteria M1 to M11 must be addressed in order to be technically compliant. The Offeror must submit the supporting documentation required in accordance with this requirement.

In order to properly demonstrate compliance, the Offeror must provide full details of how he meets the criteria.

In order to be responsive, a technical offer must have authorized text in all the spaces reserved for text.

Mandatory Technical Requirements		
Item	Mandatory Technical Criteria	Do you meet the criteria? (YES or NO) How do you meet the criteria?
M1	The Bidder must be the Original Equipment Manufacturer (OEM) of the "Infrared Transparent Window Assemblies" or an OEM authorized distributor.	
M2	"Infrared Transparent Window Assemblies" must be approved by a Recognized Classification Society for shipboard application.	
M3	"Infrared Transparent Window Assemblies" lenses must have a broadband transmission allowing both visible spectrum wavelengths and the infrared wavelengths (including shortwave, midwave and longwave of the infrared spectrum; "from 400nm to 700nm and from 700nm to 1mm") to transmit through the "Infrared Transparent Window Assemblies" lenses. Thereby allowing the enclosure components to be viewed by both visual means (human eye, digital photographic camera, etc.) and a thermal imager (8.0 to 12.0 microns). The ability to conduct thermal scans and take digital photos of the enclosure components is required for documentation and corrective action processes.	
M4	"Infrared Transparent Window Assemblies" must allow the beam of a lamp/light and flash to pass through for visual inspections.	
M5	"Infrared Transparent Window Assemblies" must be manufactured from a clear, rigid, solid crystalline material (calcium fluoride) or equivalent and have no embedded, nor affixed to, grill, mesh or reinforcing screens under/in/on the window material.	
M6	"Infrared Transparent Window Assemblies" assemblies must be manufactured to be resistant to moisture penetration at face and circumferential edge to prevent a change of "Infrared Transparent Window Assemblies" transmissivity.	
M7	"Infrared-transparent window assemblies" shall be provided with a silicone gasket, equivalent or better, that must be installed between the exterior of the enclosure and the "infrared-transparent window assemblies".	
M8	"Infrared Transparent Window Assemblies"	

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	assemblies must be of a complete circular shape and the actual viewing aperture diameter must be of 3.5 inches (89 mm) +/- 0.10 inches (2.54 mm).	
M9	"Infrared Transparent Window Assemblies" assemblies must have a permanently attached and hinged solid metal impact and load resistant cover secured or opened for viewing access by a single non-removable fastener. To protect from possible arc flash, the metal cover must be able to remain in the closed position when the "Infrared Transparent Window Assemblies" are not being used for viewing.	
M10	"Infrared Transparent Window Assemblies" must be constructed of stainless steel, aluminum, or other strong metal alloy and have an ingress protection (IP) rating equal to IP65 or better.	
M11	"Infrared Transparent Window Assemblies" assemblies must be rated to two-hundred fifty degrees Celsius (250°C) or greater.	

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ANNEX "F"

FINANCIAL EVALUATION CRITERIA

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

During the period of the Standing offer, for Work performed in accordance with the Contract, the Contractor will be paid as specified below:

In order to be responsive, a financial offer must have prices in all the spaces reserved for prices.

1 Shipping Costs

Bids will be assessed on a DDP destination basis.

The DDP destination price must include the price for shipping, brokerage, importation and any other associated cost of delivery.

The FCA plant price must be lower than the DDP destination price.

For evaluation purposes only, use the following address:

11 Rue Laurier
Gatineau, QC K1A 0S5

2 Cost of Materials

Initial Period Year One (1)					
Requirement					
A	B	C	D	E	F
Line Item	Quantity	Part Number	Description	Unit Price (\$ CAD)	Subtotal (\$ CAD) (B x E = F)
1	60		Infrared Transparent Window Assembly (FCA Plant)		
2	60		Infrared Transparent Window Assembly (DDP Destination)		
Subtotal Before Canadian Sales Taxes (\$ CAD)					

These levels of effort only are estimations for the financial evaluation and are not to be considered in any way as a commitment from Canada.

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Initial Period Year Two (2)					
Requirement					
A	B	C	D	E	F
Line Item	Quantity	Part Number	Description	Unit Price (\$ CAD)	Subtotal (\$ CAD) (B x E = F)
1	60		Infrared Transparent Window Assembly (FCA Plant)		
2	60		Infrared Transparent Window Assembly (DDP Destination)		
Subtotal Before Canadian Sales Taxes (\$ CAD)					

These levels of effort only are estimations for the financial evaluation and are not to be considered in any way as a commitment from Canada.

Initial Period Year Three (3)					
Requirement					
A	B	C	D	E	F
Line Item	Quantity	Part Number	Description	Unit Price (\$ CAD)	Subtotal (\$ CAD) (B x E = F)
1	60		Infrared Transparent Window Assembly (FCA Plant)		
2	60		Infrared Transparent Window Assembly (DDP Destination)		
Subtotal Before Canadian Sales Taxes (\$ CAD)					

These levels of effort only are estimations for the financial evaluation and are not to be considered in any way as a commitment from Canada.