



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

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

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

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

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des vêtements et
des textiles
11 Laurier St./ 11, rue Laurier
6A2, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet Supply Solar Sahde Assemblies	
Solicitation No. - N° de l'invitation W8486-184342/B	Date 2018-07-22
Client Reference No. - N° de référence du client 6000408641	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PR-757-75155
File No. - N° de dossier pr757.W8486-184342	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-07-31	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Papineau (PR Div.), Alain	Buyer Id - Id de l'acheteur pr757
Telephone No. - N° de téléphone (613)983-1927 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 6363 NOTRE DAME EST 25 Canadian Forces Supply Depot Montreal Quebec H1N 3V9 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

This bid solicitation cancels and supersedes previous bid solicitation number W8486-184342/A dated 2018-05-11. This /B RFSO closing date is 2018-07-31 at 2pm EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

1.2 Summary

1.2.1 The Contractor must supply Solar Shades and various accessories – as listed in Annex A for the Department of National Defence on an 'as and when requested' basis.

- this requirement is for the Department of National Defence;
- the period of the Standing Offer will be for 5 years (3 years + 1+1 option years)

1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.2.3 A3050T (2014-11-27) Canadian Content Definition

This procurement is conditionally limited to Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

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

1.2.4 This Request for a Standing Offers (RFSO) is to establish National Individual Standing Offer as detailed in the RFSO for the Department of National Defence.

1.3 Security Requirements

There is no security requirement for this RFSO.

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>) 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 (2018/05/22) - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.1.1 **SACC Manual Clauses**

M0031T (2007-05-25) Basis of Selection - Mandatory Technical Criteria Only

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

B3000T (2006-06-16) Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation

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 seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

2.5 Specifications and Standards

2.5.1 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the offer solicitation is available and may be purchased from:

Canadian General Standards Board
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (2 hard copies)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (2 hard copies)

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.

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- 3) Green Initiatives (for PWGSC information only)
Offerors are requested to provide details of their policies and practices in relation to the following initiatives:

- environmentally responsible manufacturing;
- environmentally responsible waste disposal;
- waste reduction;
- packaging;
- re-use strategies;
- recycling.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex A. 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 Payment Instruments below to identify which ones are accepted.

If 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.

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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.

3.1.3. Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

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

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

4.1.1.2 Substitute Products - Samples (DND)

If the Bidder offers a substitute product, Canada reserves the right to request samples from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the items specified in the bid solicitation.(Annex A)

The Bidder must upon request provide samples to the Contracting Authority, transportation charges prepaid, and without charge to Canada, within 30 calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

The requirement for a pre-award sample may be waived if the Offeror has supplied the items within the past three (3) years in accordance with the latest specification.

Please specify:

- Item supplied: _____

- Your previous Contract/Standing Offer number: _____

- Item supplied: _____
- Your previous Contract/Standing Offer number: _____

If the above has been met, the Offeror represents and warrants that no significant changes have occurred in their manufacturing processes nor their organization or their sub-contractors' organization since the last award or pre-award qualification that could affect the manufacturing of the referenced item.

The Offeror must submit the pre-award sample(s) if a waiver is not given. The Offeror will be advised when the pre-award sample(s), test result(s) and/or certificate(s) of compliance is/are required.

The Offeror must ensure that the required pre-award samples are manufactured in accordance with the technical requirement and is/are fully representative of the offer submitted. Rejection of the pre-award samples will result in the offer being declared non-responsive.

The Offeror must deliver the required pre-award samples and certificates of compliance at no charge to Canada and must ensure that they're received with the offer at time and place of Request for Standing Offer closing date. Failure to submit the required pre-award samples and r certificates of compliance at closing will result in the offer being declared non-responsive. The samples submitted by the Offeror will remain the property of Canada.

The requirement for a pre-award samples and certificates of compliance will not relieve the successful Offeror from submitting samples and certificates of compliance as required by the contract terms or from strictly adhering to the technical requirement of this Request for Standing Offer and any resultant contract.

In the event that a component is not available to the Offeror in a time frame to manufacture the pre-award sample(s), the Offeror may use a similar substitute component. Also, the Offeror must include a letter explaining the substitution is submitted with the pre-award sample(s), together with a statement that, should the Offeror be awarded the contract, all materials will be strictly in accordance with the technical requirement.

4.1.1.3 Quality Plan - Solicitation

The Bidder must submit a Quality Plan with the bid. The Quality Plan must be in the same format that will be used after award of contract.

The Quality Plan may reference other documents. Where referenced documents do not already exist, but are required by the Quality Plan, the plan must identify them and also identify when, how and by whom they will be prepared and approved. The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or the Department of National Defence.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a. The Offeror must submit firm unit prices in Canadian dollars, applicable taxes excluded, Delivery will be FOB PLANT/FCA FREE CARRIER. All applicable Customs Duties and Excise taxes included. The Offeror is requested to quote firm unit pricing at no more than two decimal points.

4.2 Basis of Selection

An offer must comply with all requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive offer with the lowest responsive aggregate price will be recommended for the issuance of a standing offer (1 standing offer only). Ranking will be established using the estimated quantities for all items.

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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2. Canadian Content Certification

Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

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

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

Plant Location Item(s) will be manufactured at: _____.

5.1.2.1. SACC Manual clause A3050T (2014/11/27) Canadian Content Definition

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>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (<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.

Plant Location

Item(s) will be manufactured at: _____

5.2.3.2 Sample(s) and Production Certification

The Offeror certifies that:

() the manufacturer that produced the pre-award sample(s) will remain unchanged for the pre-production sample(s) and full production of the contract quantity.

5.2.3.3 Price Certification

Price Certification - Canadian Agency and Resale Outlets

By submitting an offer, the Offeror certifies that the price proposed:

- (a) is not in excess of the lowest price charged anyone else, including the Offeror's most favored customer, for the like quality and quantity of the goods, services or both; and
- (b) does not include an element of profit on the sale in excess of that normally obtained by the Offeror on the sale of goods, services or both of like quality and quantity.

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or

- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.2 Financial Capability

SACC Manual clause M9033T (2011/05/16) Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

- 7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases ordered, including purchases paid for by a Government of Canada Acquisition Card.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____..
(To be advised at contract)
(3 years plus 1+1 option years)

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional _____ period, from _____ to _____ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Alain Papineau
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division
Place du Portage, Phase III, 6A2
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: 613-983-1927
E-mail address: alain.papineau@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 Standing offer authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Technical Authority

The Technical Authority for the Standing Offer is:

Technical Authority Mailing/Shipping Address (DND)

Department of National Defence
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Attention: DSSPM _____ (to be advised at contract)

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Standing Offer Revision issued by the Standing Offer Authority.

7.5.3 Procurement Authority

The Procurement Authority for the Standing Offer is:

Name: (to be advised at contract)
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Standing Offer. The Contractor may discuss administrative matters identified in the Standing Offer with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a Standing Offer Revision issued by the Standing Offer Authority.

7.5.4 Offeror's Representative

The person responsible for:

General enquiries

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

Delivery follow-up

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

7.6 Identified Users

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

7.7 Call-up Instrument

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

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

OR

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

7.8 Limitation of Call-ups

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

7.9 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 Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or _____ 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.

7.10 Priority of Documents

If there is a discrepancy between the wordings 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 2030 (2018/06/21), General Conditions – Higher Complexity – Goods

- d) Annex "A" - Pricing
- e) the Offeror's offer dated _____

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.11.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.11.3 SACC Manual Clauses

M3060C 2008/05/12 Canadian Content Certification

7.12 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.

7.13 Plant Closing

The Offeror's plant closing for Christmas and summer holidays are as follows. During this time there will be no shipments.

Christmas Holiday 2018 FROM _____ TO _____

Summer Holiday 2019 FROM _____ TO _____

Christmas Holiday 2019 FROM _____ TO _____

Summer Holiday 2020 FROM _____ TO _____

Christmas Holiday 2020 FROM _____ TO _____

Summer Holiday 2021 FROM _____ TO _____

Christmas Holiday 2021 FROM _____ TO _____

Summer Holiday 2022 FROM _____ TO _____

Christmas Holiday 2022 FROM _____ TO _____

7.14 Plant Location

Items will be manufactured at: _____

7.15 Origin of Work - Disclosure of Information

1. For each line item, the Offeror must specify the name(s) of all countries where the apparel goods are cut (or knit to shape) or sewn, regardless of whether the work is to be performed by the Offeror or one of its subcontractor(s).
2. The Offeror agrees that Canada may publicly disclose the information provided with respect to the countries of origin.
3. The Offeror must immediately inform Canada in writing of any and all changes affecting the information provided under this clause during the entire contract period.

7.16 Specifications and Standards

7.16.1 United States Military Specifications and Standards

The Offeror is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: http://assistdocs.com/search/search_basic.cfm

7.16.2 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the Standing Offer is available and may be purchased from:

Canadian General Standards Board
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2030 (2018/06/21), General Conditions – Higher Complexity – Goods, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery must be made within 30 calendar days from receipt of a call-up against the Standing Offer.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract and the Contractor will be paid firm unit prices, as specified in Annex A.
Customs duties are both 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 Standing Offer Authority before their incorporation into the Work.

7.4.2 SACC Manual Clauses

<u>C0100C</u>	2010/01/11	Discretionary Audit - Commercial Goods and/or Services
<u>C0101C</u>	2010/01/11	Discretionary Audit - Non-commercial Goods and/or Services
<u>C2000C</u>	2007/11/30	Taxes - Foreign-based Contractor
<u>C2605C</u>	2008/05/12	Canadian Customs Duties and Sales Tax - Foreign-based Contractor
<u>C2611C</u>	2007/11/30	Customs Duties - Contractor Importer
<u>C5201C</u>	2008/05/12	Prepaid Transportation Costs
<u>H1001C</u>	2008/05/12	Multiple Payments

7.4.3 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)

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the following address for certification and payment

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: DLP _____
Email: _____ (to be inserted at contract award)
 - (b) One (1) copy must be forwarded to the consignee.

7.6 Insurance

SACC Manual clause G1005C (2016/01/28) Insurance

7.7 **SACC Manual Clauses**

<u>A9006C</u>	2012/07/16	Defence Contract
<u>B7003C</u>	2013/04/25	Clothing - Government-supplied Material
<u>B7010C</u>	2008/05/12	Marking and Labelling
<u>B7500C</u>	2006/06/16	Excess Goods
<u>C2801C</u>	2017/08/17	Priority Rating - Canadian-based Contractors
<u>D2000C</u>	2007/11/30	Marking
<u>D2025C</u>	2017/08/17	Wood Packaging Materials
<u>D5510C</u>	2017/08/17	Quality Assurance Authority (DND) - Canadian-based Contractor
<u>D5545C</u>	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)
<u>D6010C</u>	2007/11/30	Pallization
<u>D2001C</u>	2007/11/30	Labeling

7.8 **Procedures for Design change/Deviations**

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete Part 1 to 12B the Design Change/Deviation form DND 675 and forward copies to the _____(insert "Technical" or "Project" as applicable) Authority and one (1) copy to the Standing Offer Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Standing Offer Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

7.9 **Release Documents – Distribution**

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- (b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- (c) One (1) copy to the Standing Offer Authority;
- (d) One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
Attention: DLP 3-2-5-2

- (e) One (1) copy to the Quality Assurance Representative;
- (f) One (1) copy to the Contractor; and
- (g) For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
E-mail: ContractAdmin.DQA@forces.gc.ca

7.10 Subcontractor(s)

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

7.11 Overshipment

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

7.12 Materials: Contractor Total Supply

The Contractor will be responsible for obtaining all materials required in the manufacture of the item(s) specified. The delivery stated for the item(s) allows the necessary time to obtain such materials.

7.13 Delivery

7.13.1 Delivery – Appointments

7.13.2 Shipping Instructions (DND) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at _____ Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics coordination center by telephone, facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Coordination Center (ILCC)

Telephone: 1-877-877-7423 (toll free)

Facsimile: 1-877-877-7409 (toll free)

E-mail: ilhqottawa@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics coordination center when arranging for shipment:
 - (a) the Contract number;
 - (b) consignee address (for multiple addresses, goods must be packaged and labeled separately with each consignee address);
 - (c) description of each item;
 - (d) the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - (e) actual weight and dimensions of each piece type, including gross weight;
 - (f) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transportation Association Regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the Material Safety Data Sheet.

4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

7.13.3 Preparation for Delivery

The Contractor must prepare all line items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

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

7.13.4 Bulk Shipments

For bulk shipments, all cartons must be shipped on 40" x 48" pallets shrink-wrapped or equivalent with overall height not to exceed 42".

7.13.5 Packaging

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination.

Rejected Goods

If any goods are rejected and are sold to commercial outlets, all DND markings and insignia must be removed before being turned over to the purchaser.

Overrun/Underrun

The quantities stated herein represent the quantities to be delivered in satisfaction of this requirement/contract. No overruns or underruns will be permitted. However, should the contractor experience an overrun, they must provide the details in writing to the Standing offer authority only after contracted quantities have been accepted by DND. At their discretion, the Government may consider all or part of the overruns at a discount from the firm price on the original contract. Any unauthorized overruns will be returned to the contractor at their expense.

7.14 Pre-Production and Production Samples

7.14.1 Pre-Production Samples

1. The Contractor must provide pre-production samples, accompanied by the sealed samples/patterns if applicable, to the Technical Authority for acceptance within **30** calendar days from date of contract award and/or receipt of Government-supplied Material (GSM) whichever is later.

2. If the pre-production samples are rejected, the Contractor must submit second pre-production samples within **15** calendar days of notification of rejection from the Technical Authority.
3. If the pre-production sample(s) is/are accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.
4. Rejection by the Technical Authority of the second pre-production sample(s) submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
6. In addition to providing the pre-production samples, the Contractor must provide Certificates of compliance, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.
7. The pre-production samples submitted by the Contractor will remain the property of Canada.
8. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production sample(s). A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.
9. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production sample(s) is/are fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.
10. The pre-production sample(s) may not be required if the Contractor is currently in production. The request for waiver of pre-production sample(s) must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

ANNEX A PRICING + SPECIFICATIONS

Item	GSIN	Nato Stock Number	Item name	Description	Estimated annual usage	GSIN	NATO NUMBER	Part Number	NCSAGE	Unit of Issue	Firm Unit Price Year 1 FOB PLANT	Firm Unit Price Year 2 FOB PLANT	Firm Unit Price Year 3 FOB PLANT	Firm Unit Price Option year 1 FOB PLANT	Firm Unit Price Option year 2 FOB PLANT	Lead Time # days to deliver			
1	8340	20-008-1597	Fly Tent	Sun Shade Kit 16' W X 32' L Shelter Including: Approved Operation And Maintenance Manual Approved Set-Up Checklist	50	8340	20-008-1597	108984	2C081	KT									
2	8340	20-008-2815	Sun Shade Cover	Mesh Cover 10 X 32	10	8340	20-008-2815	108988	2C081	EA									
3	8340	20-008-2828	Sun Shade Pole Assembly	Pole Assembly 16 X 32 Sun Shade	1	8340	20-008-2828	108994	2C081	EA									
4	8465	20-008-2816	Bag Cloth (Fabric)	Storage Bag 16 X 32	1	8465	20-008-2816	106428	2C081	EA									
5	8340	20-008-1595	Fly Tent	Sun Shade Kit 20' W X 24' L Shelter Including: Approved Operation And Maintenance Manual Approved Set-Up Checklist	1	8340	20-008-1595	109885	2C081	KT									
6	8340	20-008-2833	Sun Shade Cover	Mesh Cover 20 X 24	1	8340	20-008-2833	108987	2C081	EA									
7	8340	20-008-2835	Sun Shade Pole Assembly	Pole Assembly 20 X 24 Sun Shade	1	8340	20-008-2835	109081	2C081	EA									
8	8465	20-008-2832	Bag Cloth (Fabric)	Storage Bag 20 X 24	1	8465	20-008-2832	108993	2C081	EA									
9	7230	20-005-8883	Mecx Solar Shade Assembly Top	Sun Shade Cover, 2 Left Hand Shade Supports, 2 Right Hand Shade Support.	1	7230	20-005-8883	108872	2C081	EA									
10	8340	20-003-7313	Support Pole Left	Left Hand Shade Support	1	8340	20-003-7313	106281	2C081	EA									
11	8340	20-003-7315	Support Pole Right	Right Hand Shade Support	1	8340	20-003-7315	106282	2C081	EA									
12	7230	20-005-8882	Mecx Solar Shade Assembly Green	Sun Shade Cover, 2 Left Hand Shade Supports, 2 Right Hand Shade Support.	10	7230	20-005-8882	128707	2C081	EA									
											\$	-	\$	-	\$	-	\$	-	\$

Annex B Periodic Usage report outline

Standing offer Number:

Company Name:

Reporting Period:

Call up Number	Date of call up	Value

Total Value