



**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 PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Aqueous Film Forming Foam	
<b>Solicitation No. - N° de l'invitation</b> W8486-195736/A	<b>Date</b> 2019-03-25
<b>Client Reference No. - N° de référence du client</b> W8486-195736	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-649-76760	
<b>File No. - N° de dossier</b> hs649.W8486-195736	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-05-07</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fong, Hong	<b>Buyer Id - Id de l'acheteur</b> hs649
<b>Telephone No. - N° de téléphone</b> (613) 296-1855 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Industrial Vehicles & Machinery Products Division  
LEFTD - HS Division  
140, O'Connor Street/  
140, rue O'Connor,  
East Tower, 4th Floor/  
Tour Est, 4e étage  
Ottawa  
Ontario  
K1A 0S5

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include Annex A – Description and Pricing and Annex B – Electronic Payment Instruments.

### **1.2 Summary**

#### **1.2.1 Requirement**

This requirement is to establish a National Individual Standing Offer (NISO) for the Department of National Defence for the procurement of Aqueous Film Forming Foam (A.F.F.F.), certified to standard CAN/ULC-S560-06, current edition and as described at Annex A – Description and Pricing.

This requirement will be an initial period of two (2) years from the effective date of the Standing Offer, with an option to extend the offer for one (1) additional period of one (1) year under the same terms and conditions.

### **1.2.2 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **1.2.3 ePost**

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **1.3 Security Requirements**

There are no security requirements associated with the requirement of the Standing Offer.

### **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.

### **1.5 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 6.14 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

The 2006 standard instructions is amended as follows:

- Section 08, entitled Submission of offers, is amended as follows:  
subsection 2. is deleted entirely and replaced with the following:

#### 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.
  - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC headquarters is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

or if applicable, the email address identified in the RFSO.

- ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
- 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, (in order to ensure a response), 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 sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.
  - 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 the RFSO closing date and time.
  - e. The RFSO number should 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 mailing address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the epost Connect service.

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- 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, corrupted 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. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

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](#) (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: 90 days

## **2.2 Submission of Offers**

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

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Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

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

## 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 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

- Section I: Technical Offer
- Section II: Financial Offer
- Section III: Certifications
- Section IV: Additional Information

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 (2 hard copies)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

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

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

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

#### **3.1.1 Equivalent Products**

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

#### **3.1.2 Substitute Products - Replaced Part Numbers from the OEM**

1. Products that are replaced part number (superseded or obsolete) from the OEM must be equivalent in form, fit, function, quality and performance to the original item(s) specified in the bid solicitation and will be considered where the bidder provides upon request of the Standing Offer Authority.
  - a. proof by submitting a copy of a Certificate of Conformity from the Original Equipment Manufacturer (OEM) providing justification/explanation that the part numbers are a replacement of the OEM parts specified herein and are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or
  - b. all required technical information (as detailed in Part 3, Section I, 3.1.1 Equivalent Product) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

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2. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days (or other delay specified herein) of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

### **3.1.3 Samples**

The Bidder must, upon request from the Standing Offer Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within fourteen (14) calendar days from the date of request. The sample submitted by the 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 Standing Offer Authority, the bid will be declared non-responsive.

### **3.1.4 Condition of Material**

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

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Part 6B and at Annex A – Description and Pricing.

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

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

If Annex “B” 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.

### **3.1.6 Exchange Rate Fluctuation Risk Mitigation**

1. The Offeror may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Offeror claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Offeror must submit form <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.

3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).

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4. At time of bidding, the Offeror must complete columns (1) to (4) on form <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

5. Alternate rates or calculations proposed by the Offeror will not be accepted for the purposes of this exchange rate fluctuation provision.

**Section III: Certifications**

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

**Section IV: Additional Information**

Canada requests that offerors submit the following information:

**3.1.7 Delivery Date – Offer**

While delivery of the items is requested within thirty (30) calendar days for regular delivery and within fifteen (15) calendar days for urgent delivery from receipt of a call-up against the Standing Offer, the best delivery date that could be offered for regular delivery is as follows:

All Item (1 to 5) – within \_\_\_\_\_ calendar days from receipt of a call-up against the Standing Offer.

**3.1.8 Supplier Contacts**

Canada requests that Bidders provide the Contractor's Representative contact information in Part 6.

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Evaluation Criteria - Part Number and NSCM/CAGE**

Offerors must indicate the Part Number and the NSCM/CAGE they are offering.

##### **4.1.1.2 Mandatory Technical Evaluation Criteria - Equivalent and Substitute Products**

Offerors proposing an Equivalent or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCM/CAGE they are offering.

##### **4.1.1.3 Mandatory Technical Evaluation Criteria - Certification**

Offerors must demonstrate that the products offered are certified to standard CAN/ULC-S560-06, current edition, by providing a copy of the certificate.

#### **4.1.2 Financial Evaluation**

Offers must be completed in full and provide all financial information requested in the RFSO for all items detailed in Annex A – Description and Pricing by the RFSO closing date and time to enable a full and complete evaluation.

##### **4.1.2.1 Mandatory Financial Evaluation Criteria**

The prices of the offer must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

Offerors must submit firm unit prices for all items, all quantity range, for the initial period and the extended periods.

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

The evaluated price of the offer will be determined in accordance with Annex A – Description and Pricing.

For each item, for regular delivery and urgent delivery, the firm prices for all quantity ranges and all years will be averaged and the average price will be multiplied by the estimated usage per year to determine a total price per item. The sum of all total prices per item will determine the aggregate evaluated price of the offer.

#### **4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

Only one (1) Standing Offer may be awarded.

## 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 property 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>).

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

**5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

**5.2.3.1 Substitute and Equivalent Products Conformance Certification**

The Offeror certifies that all Equivalent Products and Substitute Products proposed conform to the requirement detailed in Annex A – Description and Pricing.

This certification does not relieve the offer from meeting the requirement detailed in Part 3, Section I, Substitute Products.

\_\_\_\_\_  
Offeror's authorized representative signature

\_\_\_\_\_  
Date

**5.2.3.2 General Environmental Criteria Certification**

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

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

\_\_\_\_\_  
Offeror's authorized representative signature

\_\_\_\_\_  
Date

Or

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

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

<b>Green Practices within the Offerors' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	

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Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

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Offeror's authorized representative signature

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Date

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

The Offeror must provide the items in accordance with the Requirement at Annex A – Description and Pricing, and as described in the call-up against the Standing Offer.

#### **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, services or both to the federal government under contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The Quarterly reporting periods are defined as follows:

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

The reporting requirements includes, but is not limited to, the following information:

- 1a. Standing Offer Number;
- 1b. Standing Offer Title and Description;
- 1c. Call-up Number
- 1d. Invoice date and Number
- 1e. Province/Territory of delivery

- 1f. Reporting Period (Quarter and Per Fiscal Year);
- 1g. Total Number of Orders and associated value (applicable taxes included) for the Reporting Period (Quarter);
- 1h. Total Number of Orders and associated value (applicable taxes included) (Per Fiscal Year);
- 1i. Total Number of Orders and associated value (applicable taxes included) (For the duration of the Standing Offer)
- 2a. Item Number;
- 2b. Total Number of Item ordered (Per Quarter and Per Fiscal Year);
- 2c. Total Number of Item ordered (Per Region of Delivery);

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

#### **6.4 Term of Standing Offer**

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

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

##### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for one (1) additional period of one (1) year, 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 60 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **6.5 Authorities**

##### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Hong Fong  
Supply Officer  
Public Services and Procurement Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
HS Division  
L'Esplanade Laurier (LEL)  
140, O'Connor Street, East Tower, 4<sup>th</sup> Floor  
Ottawa, Ontario K1A 0S5  
Telephone: 613-291-1855  
E-mail address: Hong.Fong@pwgsc-tpsgc.gc.ca

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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 Procurement Authority**

The Procurement Authority for the Standing Offer is:

**(To be inserted by PWGSC)**

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Courriel: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out pursuant to a call-up 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 Offeror 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 Revision to the Standing Offer issued by the Standing Offer Authority.

### **6.5.3 Technical Authority**

The Technical Authority for the Standing Offer is:

**(To be inserted by PWGSC)**

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Courriel: \_\_\_\_\_

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer. The Technical Authority is responsible for all matters concerning the technical content of the Work under the Contract. 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 contract amendment issued by the Standing Offer Authority.

### **6.5.4 Offeror's Representative**

#### **General enquiries**

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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### Delivery follow-up

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **(to be inserted by PWGSC)**.

### 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 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

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

or

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

### 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$200,000.00 (Applicable Taxes included). All individual call-ups against the Standing Offer exceeding \$200,000.00 (Applicable Taxes included) will be forwarded to PWGSC for authorization.

### 6.9 Priority of Documents

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

- 
- a) the call up against the Standing Offer, including any annexes;
  - b) the articles of the Standing Offer;
  - c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
  - d) the general conditions 2010A (2018-06-21), General Conditions: Goods (medium complexity);
  - e) Annex A - Description and Pricing;
  - f) the Offeror's offer dated **(to be inserted by PWGSC)** as amended on **(to be inserted by PWGSC)**.

## **6.10 Certifications**

### **6.10.1 Compliance**

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

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

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

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

### **6.12 Meeting after issuance of the standing offer**

Within ten (10) calendar days after the issuance of the standing offer, the Offeror must contact the Standing Offer Authority to determine if a meeting is required. A meeting will be convened at the discretion of the Technical Authority after issuance of the standing offer to review the procedures of making call-ups, technical and contractual requirements. The Offeror shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Offeror's facilities or at the representatives of the Offeror, the client and Public Works and Government Services Canada.

### **6.13 Applicable Laws**

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

#### **6.14 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **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 described in the call-up against the Standing Offer, in accordance with the Requirement at Annex A – Description and Pricing.

#### **6.2.1 Standard Clauses and Conditions**

2010A (2018-06-21) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 interest on Overdue Accounts, of 2010A (2018-06-21) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

Regular delivery of all items must be made within **(to be inserted by PWGSC)** calendar days from receipt of a call-up against the Standing Offer.

Urgent delivery of all items must be made within fifteen (15) calendar days from receipt of a call-up against the Standing Offer.

### **6.4 Payment**

#### **6.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid as follows:

##### **6.4.1.1 Basis of Payment Type 1**

Firm prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

##### **6.4.1.2 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C3015C	Exchange Rate Fluctuation Adjustment	2017-08-17
C6000C	Limitation of Price	2017-08-17
H1001C	Multiple Payments	2008-05-12

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#### 6.4.1.3 Electronic Payment of Invoices – Call-up

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

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

#### 6.5 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. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment.

Note: The consignee for the respective delivery location is as follows:

- a) Ministère de la défense nationale  
25 DAFC / Magasin  
Montreal, Quebec H1N 3R9  
Attention: **(to be inserted by PWGSC)**
- b) Department of National Defence  
7 CF Supply Depot  
Stn. Forces P.O. Boxes  
Edmonton, Alberta T5J 4J5  
Attention: **(to be inserted by PWGSC)**
- c) CFB Borden  
MPGTG Technical Services, Base Supply, Base Procurement Officer  
247 Rue Cambrai Road  
Borden, Ontario L0M 1C0  
Attention: **(to be inserted by PWGSC)**

(b) One (1) copy must be forwarded or e-mail to the Contracting Authority identified under the section entitled "Authorities" of the Contract

(c) One (1) copy must be forwarded or e-mail to the Procurement Authority identified under the section entitled "Authorities" of the Contract.

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## 6.6 SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
B7500C	Excess Goods	2006-06-16
C2601C	Customs Duties - Contractor Importer	2007-11-30
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2017-08-17
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods /Hazardous Products – Labelling and Packaging Compliance	2014-09-25
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28

## 6.7 Preparation for delivery

### 6.7.1 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare all items (1 to 5) 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.

Item 1 to 4 -- The Contractor must package the items in quantities up to 32 CO per PALLET 48"x40" 4-WAY forklift entry pallet, for redistribution to Montreal and Edmonton warehouses.

Item 5 -- The Contractor must package the item in bulk shipments for Borden CFFCA and to be delivered in a residue free, steamed cleaned tanker truck.

### 6.8 Shipping instructions – Delivery and Destination

The Offeror must ship the goods prepaid DDP - Delivered Duty Paid (...named place of destination). Unless otherwise directed, delivery must be made by the most economical means. The Offeror is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes. Contractor is in charge of delivery and will be reimbursed at cost.

The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- a) 25 Canadian Forces Supply Depot  
6363 Notre Dame Est  
Montreal, Quebec H1N 3V9

The contact person at the destination is: **(to be inserted by PWGSC)**.

- b) 7 Canadian Forces Supply Depot Lancaster Park  
- RECEIPTS SECTION  
195 Avenue & 82 Street - Building 236  
Edmonton, Alberta T0A 2H0

The contact person at the destination is: **(to be inserted by PWGSC)**.

- c) Canadian Forces Fire and CBRN Academy (CFFCA)  
457 Hangar Road  
Borden, Ontario L0M 1C0

The contact person at the destination is: **(to be inserted by PWGSC)**.

#### **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 Request for Standing Offers (RFSO) closing date

#### **6.10 Inspection and Acceptance**

The Technical 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 Purchase Description 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.

Note: For inspection at destination, a certified product is required.

### **ANNEX A - Description and Pricing**

The Annex A is an Excel file available on Buy and Sell with the RFSO.

### **ANNEX B - ELECTRONIC PAYMENT INSTRUMENTS**

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)