



## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY.....	3
1.3 SECURITY REQUIREMENTS .....	3
1.4 DEBRIEFINGS.....	3
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	4
2.2 SUBMISSION OF OFFERS.....	6
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	6
2.4 APPLICABLE LAWS.....	6
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS .....</b>	<b>7</b>
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES .....	9
4.2 BASIS OF SELECTION .....	9
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>10</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION .....	10
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>13</b>
<b>A. STANDING OFFER.....</b>	<b>13</b>
6.1 OFFER .....	13
6.2 SECURITY REQUIREMENTS .....	13
6.3 STANDARD CLAUSES AND CONDITIONS.....	13
6.4 TERM OF STANDING OFFER.....	13
6.5 AUTHORITIES .....	14
6.6 IDENTIFIED USERS .....	15
6.7 CALL-UP PROCEDURES .....	15
6.8 CALL-UP INSTRUMENT .....	15
6.9 LIMITATION OF CALL-UPS .....	15
6.10 FINANCIAL LIMITATION .....	15
6.11 PRIORITY OF DOCUMENTS .....	16
6.12 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
6.13 APPLICABLE LAWS.....	16
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>17</b>
6.1 STATEMENT OF WORK .....	17
6.2 STANDARD CLAUSES AND CONDITIONS.....	17
6.3 TERM OF CONTRACT.....	17
6.4 PAYMENT.....	17
6.5 PAYMENT.....	18
6.6 INVOICING INSTRUCTIONS.....	18
6.7 INSURANCE.....	18
6.8 SACC MANUAL CLAUSES .....	18

Solicitation No. - N° de l'invitation  
W6369-190165/A  
Client Ref. No. - N° de réf. du client  
W6369-190165

Amd. No. - N° de la modif.  
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hn471. W6369-190165

Buyer ID - Id de l'acheteur  
hn471  
CCC No./N° CCC - FMS No./N° VME

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<b>ANNEX "A"</b> .....	<b>20</b>
STATEMENT OF WORK .....	20
<b>ANNEX "B"</b> .....	<b>22</b>
MANDATORY TECHICAL REQUIREMENTS .....	22
<b>ANNEX "C"</b> .....	<b>24</b>
BASIS OF PAYMENT .....	24
<b>ANNEX "D" TO PART 3 OF THE REQUEST FOR STANDING OFFERS</b> .....	<b>26</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	26
<b>ANNEX "E"</b> .....	<b>27</b>
QUARTERLY USAGE REPORT TEMPLATE .....	27

## **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            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Mandatory Technical Requirements, the Basis of Payment and the Electronic Payment Instruments and the Quarterly Usage Report Template.

### **1.2 Summary**

This requirement (W6369-190165) is for the establishment of a National Individual Standing Offer (NISO) on behalf of the Department of National Defense (DND) for the supply of " Electronic equipment cases which will be used to store and transport Iridium Phones and accessories" for delivery in Montreal, QC.

The requirement is a three (3) year, with two (2) option years, National Individual Standing Offer (NISO).

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

### **1.3 Security Requirements**

There are no security requirements associated with this solicitation.

### **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 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 90 days

The 2006 standard instructions is amended as follows:

- Section 5, entitled Submission of offers, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, for example in the case of epost Connect service, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Service Canada (PWGSC) in the RFSO or to the specified address in the RFSO."
  - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address and procurement business number, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"
- Section 6, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in the section entitled Delayed offers. For offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late offer will be deleted."
- Section 07, entitled Delayed offers, is amended as follows:
  - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity;"
- Section 8, entitled Transmission by facsimile, is deleted entirely and replaced with the following section:

"Transmission by facsimile or by epost Connect

1. Facsimile

- a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile. The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO. The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSOs.

- b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
- receipt of garbled or incomplete offer;
  - availability or condition of the receiving facsimile equipment;
  - incompatibility between the sending and receiving equipment;
  - delay in transmission or receipt of the offer;
  - failure of the Offeror to properly identify the offer;
  - illegibility of an offer; or
  - security of offer data.
- c. An Offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers.
2. ePost Connect
- a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
- b. To submit an offer using epost Connect service, the Offeror must either:
- 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
  - send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Offeror to transmit its offer afterward at any time prior to the RFSO closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access the message within the conversation, and the Offeror can reply to the email notification by transmitting its offer.
- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after RFSO closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessaoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessaoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The RFSO number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the RFSO in order to register for the epost Connect service.
- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
- receipt of a garbled or incomplete offer;
  - availability or condition of the epost Connect service;
  - incompatibility between the sending and receiving equipment;
  - delay in transmission or receipt of the offer;
  - failure of the Offeror to properly identify the offer;
  - illegibility of the offer;
  - security of offer data; or
  - inability to create an electronic conversation through the epost Connect service.

- h. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers."

### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
<u>B1000T</u>	Condition of Material	2014-06-26

### 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.

PWGSC Bids Receiving Unit  
11 Laurier Street, Place du Portage, Phase 3, Core 0B2,  
Gatineau, Québec, K1A 0S5  
Tel.: 819-420-7201 Fax: 819-997-9776

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **10 (ten) 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.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

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

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications  
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 and 1 soft copies on USB key)**
- Section II: **Financial Offer (1 hard copy and 1 soft copy on USB key)**
- Section III: **Certifications (1 hard copy and 1 soft copy on USB key)**
- Section IV: **Additional Information ( 1 hard copy and 1 soft copy on USB key)**

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

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

#### **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 the Annex C, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### 3.1.2 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, identify which ones are accepted:

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

If none are chosen, 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.

### 3.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

## Section IV: Additional Information

### 3.3.1 Delivery Offered

Delivery must be completed in accordance with the call-up against the Standing Offer.

### 3.3.2 Contractor's Representative

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

#### General enquiries

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

#### Delivery follow-up

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

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

##### 4.1.1.1 Mandatory Technical Criteria

The following Mandatory requirements must be submitted with the offer for evaluation

- Technical compliance herein at Annex A and Annex B;
- Mandatory Product Sample as identified in Annex "B" Mandatory Requirements

#### 4.1.2 Financial Evaluation

The following Mandatory factors will be taken into consideration in the evaluation of each offer: \*

Compliance with Pricing Basis;

The Offer price will be determined by processing items at Annex C- Basis of Payment as follows:

- a. Sum of all items total price (unit price x qty.) per year x 3 years
- b. Sum of all items total price (unit price x qty.) per year x 2 option years

##### 4.1.2.1 Pricing Basis

The Offeror must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Montreal, QC), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

### 4.2 Basis of Selection

An offer must comply with the requirements of the solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with **the lowest evaluated price on an aggregate basis** will be recommended for issuance of a standing offer.

Please note: Only one (1) Standing Offer will be awarded following this process.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 General Environmental Criteria Certification

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

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

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

OR

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

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

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

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

### 5.2.3 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 a Standing Offer or during the period of the Standing Offer.

### 5.2.3.4 Periodic Usage Reports

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

The Offeror must provide this data in accordance with the reporting requirements detailed in the Standing Offer. This data must include all purchases done by Canada, including those acquired and

Solicitation No. - N° de l'invitation  
W6369-190165/A  
Client Ref. No. - N° de réf. du client  
W6369-190165

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn471. W6369-190165

Buyer ID - Id de l'acheteur  
hn471  
CCC No./N° CCC - FMS No./N° VME

paid for by a Canada acquisition card. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

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

The quarterly reporting periods are defined as follows:

- 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 30 calendar days after the end of the reporting period.

The supplier hereby accepts the responsibility to submit all required usage reports in accordance to instructions, and furthermore understands that failure to provide usage reports in accordance with instructions may result in the setting aside of the Standing offer and the application of a vendor performance corrective measure.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Supplier's Representative Signature

\_\_\_\_\_  
Date

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A and related specifications as presented at technical Mandatory Criteria at Annex B.

#### 6.2 Security Requirements

6.2.1 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>) 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 Periodic Usage Reports - Standing Offer

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex E entitled Usage Report Template. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report. The data must be submitted on a quarterly basis to the Standing Offer Authority.

(If an alternate reporting period is used, delete the quarterly periods stated below and define the alternate reporting period.)

The quarterly reporting periods are defined as follows:

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

#### 6.4 Term of Standing Offer

##### 6.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

(Please Note: Specific dates to be entered at Standing Offer award. Duration will be three (3) twelve month periods from date of award.)

#### 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 an additional two (2) one (1) year periods, 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 **30 days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 6.4.3 Delivery Point

Delivery of the requirement will be made to delivery point specified at 6.B, 6.9.1 - Shipping Instructions - Delivery at Destination below.

### 6.5 Authorities

#### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Giulia Brad  
Public Works and Government Services Canada - Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division  
140 O'Connor, Ottawa, ON, K1A 0R5  
Telephone: 613-296-3758  
E-mail address: Giulia.brad@pwgsc-tpsgc.gc.ca

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

#### 6.5.2 Project Authority (will be inserted at issuance of standing offer)

The Project Authority for the Standing Offer is:

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

#### 6.5.3 Offeror's Representative (will be inserted at issuance of standing offer)

Name and telephone number of the person responsible for:

##### Call-ups:

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

##### Delivery follow-up:

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

## 6.6. Identified Users

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

## 6.7 Call-up Procedures

To issue a Call-up against the Standing Offer, members of *DND Procurement* must contact the Standing Offer holder to obtain a quote. The user/users will then compare the quote to the pricing in the Standing Offer (SO). If the pricing from the quote matches the pricing in the SO, the User will then send a PWGSC-TPGSC 942 form to the Standing Offer holder.

## 6.8 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 or 3 below, or by using the Canada acquisition card (Visa or MasterCard), for low dollar value requirements.

1. Call-ups must be from 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. The following forms 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 only)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version only)

## 6.9 Limitation of Call-ups

Individual call-ups by an Identified User made pursuant to the Standing Offer must not exceed \$40,000.00 (including GST/HST). Individual requirements exceeding the above amount of \$40,000.00 can be submitted to the Standing Offer authority for review and approval.

PWGSC may use the standing offer for requirements exceeding this limit. Requirements shall not be broken into a number of call-ups for the purpose of avoiding approval authorities.

## 6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Applicable Taxes excluded) (\*Amount to be inserted at Standing Offer award) 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 two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.



## 6.11 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 2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2018-06-21) ;
- e) Annex A, Statement of Work;
- f) Annex B, Mandatory Technical Requirements;
- g) Annex C, Basis of Payment;
- h) Annex D, Electronic Payments Instruments;
- i) Annex E, Quarterly Usage Report Template
- j) the Offeror's offer dated \_\_\_\_\_ as clarified on \_\_\_\_\_ **or** as amended on \_\_\_\_\_

## 6.12 Certifications and Additional Information

### 6.12.1 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.

## 6.13 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 \_\_\_\_\_.

## **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 Statement of Work**

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

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

#### **6.2.1 General Conditions**

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

#### **6.2.2 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
<u>B1501C</u>	Electrical Equipment	2006-06-16

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **6.4 Payment**

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit specified in the Annex 'C'- Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### **6.4.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed the estimated \$\_\_\_\_\_ (to be inserted at issuance). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 6.5 Payment

### 6.5.1 Multiple Payments

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

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

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

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

## 6.6 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 original and one (1) copy must be forwarded to the following address for certification and payment:

Department of National Defence ATTN: Elizabeth Kadamani, DES Proc 5-4-4-4  
DG Proc SVCS  
101 Colonel By Dr  
Ottawa, Ontario, Canada  
K1A 0K2

3. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.7 Insurance

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

## 6.8 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">A9006C</a>	Defence Contract	2012-07-16
<a href="#">C6000C</a>	Limitation of Price	2017-08-17
<a href="#">D2000C</a>	Marking	2007-11-30
<a href="#">D2001C</a>	Labelling	2007-11-30

Solicitation No. - N° de l'invitation  
W6369-190165/A  
Client Ref. No. - N° de réf. du client  
W6369-190165

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn471. W6369-190165

Buyer ID - Id de l'acheteur  
hn471  
CCC No./N° CCC - FMS No./N° VME

<u>B7500C</u>	Excess Goods	2006-06-16
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## 6.9 SACC Manual Clauses (Delivery)

### 6.9.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) to 25 Canadian Forces Supply Depot, 6363 Notre Dame East Avenue, Montreal, QC, H1V 3V9 Incoterms 2000 for shipments from a commercial contractor.

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1. BACKGROUND**

1.1 The Department of National Defence (DND) owns and operates a number of Iridium phones that are used for voice satellite communications to Canadian Forces (CF) formations and employees that are deployed worldwide.

1.2 The purpose of this Statement of Work (SOW) is to define the specifications required to provision Electrical cases to safely store and transport Iridium phones and all accessories.

1.3 DND has an ongoing requirement to purchase black Electrical cases with internal pre-cut foam, specifically for Iridium phones in support of the Canadian Forces SATCOM services.

#### **2. SCOPE OF WORK**

2.1 The Contractor must provide an Electrical Case, adhering to the following specifications and requirements.

- 2.1.1 Black resin in colour;
- 2.1.2 Material: Plastic;
- 2.1.3 Overall Length: 13.500 inches minimum and 13.750 inches maximum;
- 2.1.4 Overall Width: 12.810 inches minimum and 13.060 inches maximum;
- 2.1.6 Opening Length: 12.130 inches minimum and 12.380 inches maximum;
- 2.1.7 Handle Quantity: 1;
- 2.1.8 Handle Location: Front;
- 2.1.9 Foam must be Polyethylene LD45 (a.k.a PlastaZote LD45) made using cross-linked foam;
- 2.1.10 Foam layers must be welded or bonded using 3M 4693 spray adhesive or equivalent on all contact surfaces,
- 2.1.11 Foam must be Computer Numeric Control (CNC) precision cut with tolerances to the exact specifications of provided parts; and
- 2.1.12 Must meet IP67 Standard - stays watertight when left submerged for 30 minutes at 1 meter depth.
- 2.1.13 Must meet both STANAG 4280 / Def Standards 81-41 - these are a set of tests for impact and temperature resistance (handles temperatures -40°C/-40°F to 99°C/210°F).
- 2.1.14 Must be suitable for housing and transporting Iridium phone models 9505A, 9575 and 9575A and the associated accessories such as power cords, headsets, secure sleeves and batteries; and must contain a pocket on the inside lid to hold user information and equipment documentation.

Solicitation No. - N° de l'invitation  
W6369-190165/A  
Client Ref. No. - N° de réf. du client  
W6369-190165

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn471. W6369-190165

Buyer ID - Id de l'acheteur  
hn471  
CCC No./N° CCC - FMS No./N° VME

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2.1.14.1 DND will provide one of each model of the SAT phones and all accessories to the Contractor, for design purposes if necessary;

2.2 The Contractor must have design capabilities in-house and provide a new foam design within 60 days of a new request.

## ANNEX "B"

### MANDATORY TECHNICAL REQUIREMENTS

#### Technical Mandatory Criteria

Simply stating compliancy to a criterion is insufficient. Bidders must present a clearly organized proposal that includes all necessary technical and descriptive information in order to clearly demonstrate their compliancy to all items presented in Annex A: Statement of Work and Annex "B" Mandatory Technical Requirements. Responses will be first evaluated on a simple, stringent Compliant/ Non-compliant basis. Proposals not meeting each mandatory requirement will be considered non-compliant and given no further consideration.

#### Mandatory Product Sample

Within thirty (30) days of bid closing, upon request from the Contracting Authority, Bidders must submit a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada. 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.

All sample products will be tested to ensure compliance with the following criteria:

#### Technical Mandatory Criteria

REQUIREMENT	Cross-Reference to Technical Proposal (to be provided by Bidder)	MET? Y / N	Evaluator's Comments
<b>Mandatory Criteria:</b> The cases with installed foam inserts shall satisfy the following specific operation, configuration and physical requirements:			
M 1 Must be made of light weight polyurethane cross linked black foam (LD45);			
M 2 Layers (if used in manufacture) shall be bonded together using adhesive spray on all contact surfaces following standard application practices; and must be able to maintain its proper adhesiveness in temperatures ranging from -40C to +50C			

Solicitation No. - N° de l'invitation  
W6369-190165/A  
Client Ref. No. - N° de réf. du client  
W6369-190165

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn471. W6369-190165

Buyer ID - Id de l'acheteur  
hn471  
CCC No./N° CCC - FMS No./N° VME

M 3	Layers (if used in manufacture) shall be gapless;			
M 4	Must be CNC precision cut with accurate and repeatable tolerances for each item;			
M 5	Must have a smooth finish with no loose particles or debris			
M 6	Must meet IP67 Standard - stays watertight when left submerged for 30 minutes at 1 meter depth.			
M 7	Must pass both STANAG 4280 / Def Standards 81-41 for impact and temperature resistance.			
<b>Overall Compliant (Yes/No)</b>				



Solicitation No. - N° de l'invitation  
W6369-190165/A  
Client Ref. No. - N° de réf. du client  
W6369-190165

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn471. W6369-190165

Buyer ID - Id de l'acheteur  
hn471  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C"**

### **BASIS OF PAYMENT**

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Montreal, QC). Freight charges to destination and all applicable Custom duties and Excise taxes included. GST/HST not included. Items must be supplied in accordance with the technical requirements identified at Annex A, Statement of Work and Annex B, Mandatory Technical Requirements.

Annex C – Basis of Payment- W6369-190165/A

Item #	Item description	Delivery Destination	Call-up quantities	Unit prices (Year 1)	Unit prices (Year 2)	Unit prices (Year 3)	Unit prices (Optional Year 1)	Unit prices (Optional Year 2)
001	Black telephone case	Montreal, QC	a) 1 to 150 units	a) \$ _____ per unit	a) \$ _____ per unit	a) \$ _____ per unit	a) \$ _____ per unit	a) \$ _____ per unit
		*See part 6B 6.9.1 for full delivery address	b) 51 to 100 units	b) \$ _____ per unit	b) \$ _____ per unit	b) \$ _____ per unit	b) \$ _____ per unit	b) \$ _____ per unit
			c) 101 to 150 units	c) \$ _____ per unit	c) \$ _____ per unit	c) \$ _____ per unit	c) \$ _____ per unit	c) \$ _____ per unit
TOTAL EVALUATED OFFER PRICE (no HST)				TOTAL EVALUATED OFFER PRICE (no HST)				
\$ _____				\$ _____				

Solicitation No. - N° de l'invitation  
W6369-190165/A  
Client Ref. No. - N° de réf. du client  
W6369-190165

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hn471. W6369-190165

Buyer ID - Id de l'acheteur  
hn471  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**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)

Buyer ID - Id de l'acheteur  
hn471  
CCC No./N° CCC - FMS No./N° VME

Page 27 of - de 27