

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

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

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Fuel & Construction Products Division
L'Esplanade Laurier,
140 O'Connor Street,
East Tower, 4th floor,
Ottawa
Ontario
K1A 0S5

Title - Sujet Fence Post and Post Driver	
Solicitation No. - N° de l'invitation W8486-195491/A	Date 2019-06-27
Client Reference No. - N° de référence du client W8486-195491	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HL-670-77375
File No. - N° de dossier hl670.W8486-195491	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-08-07	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Weatherbee, Lynn	Buyer Id - Id de l'acheteur hl670
Telephone No. - N° de téléphone (873)353-1813 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation
W8486-195491/A
Client Ref. No. - N° de réf. du client
W8486-195491

Amd. No. - N° de la modif.
File No. - N° du dossier
hl670.W8486-195491

Buyer ID - Id de l'acheteur
hl670
CCC No./N° CCC - FMS No./N° VME

TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS.....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	5
2.4 APPLICABLE LAWS.....	5
2.5 ASSURANCE OF NSCM TRACEABILITY	6
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 EVALUATION PROCEDURES	10
4.2 BASIS OF SELECTION.....	11
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	12
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	12
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	12
5.3 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD	13
PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS.....	15
6.1 FINANCIAL CAPABILITY	15
6.2 INSURANCE REQUIREMENTS.....	15
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	16
7A STANDING OFFER	16
7A.1 OFFER	16
7A.2 SECURITY REQUIREMENTS	16
7A.3 STANDARD CLAUSES AND CONDITIONS.....	16
7A.4 TERM OF STANDING OFFER.....	17
7A.5 AUTHORITIES	17
7A.6 IDENTIFIED USERS	17
7A.7 CALL-UP INSTRUMENT	17
7A.8 LIMITATION OF CALL-UPS.....	18
7A.9 PRIORITY OF DOCUMENTS.....	18
7A.10 CERTIFICATIONS AND ADDITIONAL INFORMATION	18
7A.11 APPLICABLE LAWS.....	19
7A.12 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	19
7B RESULTING CONTRACT CLAUSE	20
THE FOLLOWING CLAUSES AND CONDITIONS APPLY TO AND FORM PART OF ANY CONTRACT RESULTING FROM A CALL-UP AGAINST THE STANDING OFFER.	20
7B.1 REQUIREMENT	20
7B.2 STANDARD CLAUSES AND CONDITIONS.....	20
7B.3 TERM OF CONTRACT	20
7B.4 PAYMENT	20
7B.5 INVOICING INSTRUCTIONS	21
7B.6 PREPARATION FOR DELIVERY - PACKAGING REQUIREMENTS.....	21

Solicitation No. - N° de l'invitation
W8486-195491/A
Client Ref. No. - N° de réf. du client
W8486-195491

Amd. No. - N° de la modif.
File No. - N° du dossier
hl670.W8486-195491

Buyer ID - Id de l'acheteur
hl670
CCC No./N° CCC - FMS No./N° VME

7B.7 NSCM TRACEABILITY 22

7B.8 SHIPPING INSTRUCTIONS..... 22

Annexes

- Annex A - Requirement
- Annex B - Pricing Table
- Annex C - Quarterly Usage Reports
- Annex D - Electronic Payment Instruments

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 | Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

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

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

The Annexes include the Requirement, the Pricing Table, the Quarterly Usage Reports and the Electronic Payment Instruments.

1.2 Summary

1.2.1 Requirements

To supply Metal Fence Posts and Post Drivers as detailed at Annex A attached hereto, as and when requested by the Department of National Defence. The period of this standing offer will be three (3) years from the issuance of the Standing Offer. The goods will be delivered Duty Paid (DDP) to Canadian Forces Supply Depot in Montreal and to CFSD in Edmonton.

1.2.1.1 Note to Tender (Drawings)

A copy of the technical information referred to herein will be forwarded to you by the Director, Supply Chain Operations, DSCO, National Defence Headquarters.

Technical Data Packages are required. It is the Offeror's responsibility to request these packages, in writing, from the Standing Offer Authority in a timely fashion.

Solicitation No. - N° de l'invitation
W8486-195491/A
Client Ref. No. - N° de réf. du client
W8486-195491

Amd. No. - N° de la modif.
File No. - N° du dossier
hl670.W8486-195491

Buyer ID - Id de l'acheteur
hl670
CCC No./N° CCC - FMS No./N° VME

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 Connect

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 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.

1.4 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 7.15 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

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 (2019-03-04) 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 as indicated in the RFSO.

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

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 ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Assurance of NSCM Traceability

ASSURANCE OF NSCM (NATO SUPPLY CODE FOR MANUFACTURER) TRACEABILITY: For the purposes of this solicitation, the NSCM (one or more) specified in this Request for Proposal (RFP) is the only approved source(s) of supply for the part number it is referenced with.

When the specified part number is proposed for supply by the Offeror, the related specified NSCM will only be offered by the Offeror if the material to be supplied as the specified part number can be traced with documentary evidence directly to the NATO approved source of supply.

In the event that the Offeror proposes to supply, under the specified part number, material which can neither be demonstrated by the Offeror as originating directly from the approved source of supply nor as supplied under the specified NSCM with the specific written permission of the approved source of supply, the Offeror is obligated to specify the alternate manufacturer for the material proposed under the specified part number and not mention the specified NSCM.

Material supplied for the items specified in any subsequent contract will be subject to investigation by the Crown. Material which can neither be demonstrated by the contractor as having originated directly from the NSCM specified for the item in the contract, nor as supplied with the specific written permission of this specified NSCM, will be subject to the following action by the Crown.

The Crown may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who will forthwith so pay) all reprocurement and other costs incurred by the Crown, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who will forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

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. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

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

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

Section I: Technical Offer two (2) hard copies
Section II: Financial Offer one (1) hard copy
Section III: Certifications one (1) hard 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 and quality 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 and quality will not be considered if:
 - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to 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 - Samples (DND)

If the Offeror offers a substitute product, Canada reserves the right to request a sample from the Offeror in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the Request for Standing Offer.

The Offeror must, upon request from the Standing Offer Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within 30 calendar days from the date of request. The sample submitted by the Offeror 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 Request for Standing Offer or the Offeror fails to comply with the request of the Standing Offer Authority, the offer will be declared non-responsive.

Section II: Financial Offer

Offerors must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

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

Solicitation No. - N° de l'invitation
W8486-195491/A
Client Ref. No. - N° de réf. du client
W8486-195491

Amd. No. - N° de la modif.
File No. - N° du dossier
hl670.W8486-195491

Buyer ID - Id de l'acheteur
hl670
CCC No./N° CCC - FMS No./N° VME

3.1.3 Progress Payments

Progress payments will not be considered unless specifically offered by PWGSC in this document.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

(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

Offers must contain all the technical information requested in the Request for Standing Offer to enable a full and complete evaluation.

4.1.1.1 Mandatory Technical Criteria

The following MANDATORY factors will be taken into consideration in the evaluation of each bid:

- a) Offers must clearly indicate the part number and manufacturer (NSCM/CAGE) offered at each line item in the "Line Item Detail"; and
- b) If equivalent products are being offered, the Offeror must indicate the part number and manufacturer (NSCM/CAGE).

Offerors not meeting these mandatory technical criteria will be declared non-responsive.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The **Mandatory** Financial criteria for the evaluation of each offer are:

- a) The Offeror must offer firm unit prices in Canadian funds, Applicable Taxes excluded, DDP (Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered; and
- b) The Offeror's financial offer must be in accordance with the Basis of Payment.

Offerors not meeting these mandatory financial criteria will be declared non-responsive.

4.1.2.2 Evaluated Price

Bids will be evaluated on an aggregate basis.

- a) The Price quoted for Items #1 and #2 for each volume range for Year 1, Year 2, and Year 3 will be added together and divided by 9
- b) The Price quoted for Item #3 for Year 1, Year 2, and Year 3 will be added together and divided by 3.
- c) Prices as calculated in a) and b) above, will be multiplied by the "estimated" annual volumes to arrive at the evaluated price as per the example below.

Solicitation No. - N° de l'invitation
W8486-195491/A
Client Ref. No. - N° de réf. du client
W8486-195491

Amd. No. - N° de la modif.
File No. - N° du dossier
hl670.W8486-195491

Buyer ID - Id de l'acheteur
hl670
CCC No./N° CCC - FMS No./N° VME

Example of Price Evaluation Calculation

ITEM	Descripti on	Volume Price Range # 1				Volume Price Range # 2				Volume Price Range # 3				Evaluation		
		Qty	Year 1	Year 2	Year 3	Qty	Year 1	Year 2	Year 2	Qty	Year 1	Year 2	Year 3	Aggregate Price	Estimated Annual Volumes	Estimated Annual Total \$
1	Post, Fence, Metal 6'	1,000- 2,000	\$9.00	\$9.25	\$9.50	2,001- 3,000	\$9.45	\$9.71	\$9.98	3,001+	\$9.92	\$10.20	\$10.47	\$9.72	21,000	\$204,124
2	Post, Fence, Metal 2'	1,000- 1,500	\$4.50	\$4.75	\$5.00	1,501- 2,000	\$4.73	\$4.99	\$5.25	2,001+	\$4.96	\$5.24	\$5.51	\$4.99	13,000	\$64,889
3	Post Driver, Light	29	\$62.00	\$65.10	\$68.36									\$65.15	29	\$1,899
											Evaluated Price					\$270,903

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

Solicitation No. - N° de l'invitation
W8486-195491/A
Client Ref. No. - N° de réf. du client
W8486-195491

Amd. No. - N° de la modif.
File No. - N° du dossier
hl670.W8486-195491

Buyer ID - Id de l'acheteur
hl670
CCC No./N° CCC - FMS No./N° VME

5.2.3 Rate or Price Certification

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C0001T	Price Certification - Foreign Suppliers	2007-05-25
C0002T	Price Certification - Canadian-based Suppliers (other than agency and resale outlets)	2010-01-11
C0004T	Price Certification - Canadian Agency and Resale Outlets	2007-05-25
C0008T	Price Support - Non-competitive Bid	2007-05-25

5.3 Additional Certifications Precedent to Contract Award

5.3.1 General Environmental Criteria Certification

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

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

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.

Green Practices within the Offeror's organization	Insert a checkmark for each criterion that is met
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.	

Offeror's Authorized Representative Signature

Date

Solicitation No. - N° de l'invitation
W8486-195491/A
Client Ref. No. - N° de réf. du client
W8486-195491

Amd. No. - N° de la modif.
File No. - N° du dossier
hl670.W8486-195491

Buyer ID - Id de l'acheteur
hl670
CCC No./N° CCC - FMS No./N° VME

5.3.2 Certificate of Conformance

The Offeror certifies herein that the products offered conform and will continue to conform to the specifications in "Annex A" during the period of the Standing Offer.

Signature

Date

Solicitation No. - N° de l'invitation
W8486-195491/A
Client Ref. No. - N° de réf. du client
W8486-195491

Amd. No. - N° de la modif.
File No. - N° du dossier
hl670.W8486-195491

Buyer ID - Id de l'acheteur
hl670
CCC No./N° CCC - FMS No./N° VME

PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

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

6.2 Insurance Requirements

The Offeror is responsible for the deciding if insurance coverage is necessary to fulfill its obligation under the resulting Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under any resulting contract.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

7A STANDING OFFER

7A.1 Offer

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

7A.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

7A.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.

7A.3.1 General Conditions

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

The text under section 6 "Withdrawal" of 2005 referenced above has been amended as follows:

Delete: thirty (30) days
Insert: sixty (60) days

7A.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

Solicitation No. - N° de l'invitation
W8486-195491/A
Client Ref. No. - N° de réf. du client
W8486-195491

Amd. No. - N° de la modif.
File No. - N° du dossier
hl670.W8486-195491

Buyer ID - Id de l'acheteur
hl670
CCC No./N° CCC - FMS No./N° VME

7A.4 Term of Standing Offer

7A.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance of the standing offer up to and including _____. *(Standing Offer Authority to designate a period of 3 years from issuance of standing offer.)*

7A.5 Authorities

7A.5.1 Standing Offer Authority is:

Lynn K. Weatherbee
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
140 O'Connor Street West
Ottawa ON K1A 0R5
Telephone: 873-353-1813
Facsimile: 613-943-7620
E-mail address: lynn.weatherbee@pwgsc-tpsgc.gc.ca

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

7A.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____.

The Technical 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 matters concerning the technical content of the work completed under the resulting 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.

7A.6 Identified Users

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

7A.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

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.

7A.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000 (Applicable Taxes included).

7A.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) Annex "A", Requirement
- e) Annex "B", Pricing Table
- f) Annex "C", Quarterly Usage Reports
- h) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7A.10 Certifications and Additional Information

7A.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

Solicitation No. - N° de l'invitation
W8486-195491/A
Client Ref. No. - N° de réf. du client
W8486-195491

Amd. No. - N° de la modif.
File No. - N° du dossier
hl670.W8486-195491

Buyer ID - Id de l'acheteur
hl670
CCC No./N° CCC - FMS No./N° VME

period of the SO and of any resulting contract that would continue beyond the period of the SO.

7A.11 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____
(*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7A.12 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.

Solicitation No. - N° de l'invitation
W8486-195491/A
Client Ref. No. - N° de réf. du client
W8486-195491

Amd. No. - N° de la modif.
File No. - N° du dossier
hl670.W8486-195491

Buyer ID - Id de l'acheteur
hl670
CCC No./N° CCC - FMS No./N° VME

7B RESULTING CONTRACT CLAUSE

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

7B.1 Requirement

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

7B.2 Standard Clauses and Conditions

7B.2.1 General Conditions

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

Section 15 & 16, Payment Period & Interest on Overdue Accounts, of 2010A will not apply to payments made by credit cards.

7B.2.2 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
A9006C	Defence Contract	2012-07-16
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D5545C	ISO 9001:2008 Quality Management Systems- Requirements Quality Assurance Code C	2010-08-16
G1005C	Insurance	2008-05-12

7B.3 Term of Contract

7B.3.1 Delivery Date

Delivery must be made within 90 calendar days from receipt of a call-up against the Standing Offer.

7B.4 Payment

7B.4.1 Basis of Payment – Firm Unit Price

In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in "Annex "B" – Pricing Table". Customs duties are included and Applicable Taxes are extra.

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

7B.4.2 SACC Manual Clauses

SACC Reference	Section	Date
H1001C	Multiple Payments	2008-05-12

7B.4.3 Payment in Advance of Due Date

Payment may be made in advance of the due date where the Contractor's invoice offers a discount for early payment and the discount at least offsets the cost to Canada of paying early.

7B.4.4 Electronic Payment of Invoices – Call-up

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

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

7B.5 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

In addition, all invoices must contain the following information.

- a) Standing Offer Serial Number
- b) Call-Up Document Number
- c) Delivery Destination (including building numbers where applicable)
- d) Taxes and/or levies, if applicable, and shown as a separate item
- e) The address where payment is to be sent

The original and two (2) copies of each invoice must be made out to the Identified User Representative and forwarded to the invoicing address as set in the call-up against the Standing Offer.

Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the Identified User Representative. It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip. Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

7B.6 Preparation for Delivery - Packaging Requirements

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

In addition, the Contractor must package the item in accordance with the following special instruction.

For items #1 and # 2:

- The Maximum bundles of the posts must not exceed 60 bundles per pallet;
- The Maximum post per bundle must not exceed 10 poste per bundle;
- The Weight of a pallet must not exceed 2,500 pounds;
- A Steel Strapping must be used to secure pickets to the pallet.

For item #3:

- Special care must be taken with regard to the welding of the end cap.
- The maximum quantity of the post drivers must not exceed 100 units per package.

7B.7 NSCM Traceability

Material supplied for the items specified in this contract are subject to investigation by the Crown. Material which can neither be demonstrated by the contractor as having originated directly from the NSCM specified for the item in this contract, nor as supplied with the specific written permission of this specified NSCM, are subject to the following action by the Crown.

The Crown may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who will forthwith so pay) all repurchase and other costs incurred by the Crown, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who will forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

7B.8 Shipping Instructions

7B.8.1 Shipping Instructions - Delivery and Destination Schedules Unknown

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (Montreal or Edmonton as indicated in the call-up). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.
 - A) Department of National Defence
25 CFSD (CANADIAN FORCES SUPPLY DEPOT) Montreal
6363 Notre Dame Est
Montreal, Quebec H1N 3V9
Canada
Email: 25DAFCTrafficRDV@forces.gc.ca
 - B) Department of National Defence
7 CFSD (CANADIAN FORCES SUPPLY DEPOT) Edmonton
195 Ave & 82 Street – Bldg. 236
Edmonton, Alberta, T5J 4J5
Canada
Email : Edm-7CFSD-Cust-Svcs@intern.mil.ca

"Annex A" Requirement - W8486-195491

Item	NSN	Part Number	Short Text	Description	Unit of Issue	Q A	NCAGE	Packaging Specification	Estimated Usage
1	5660-21-114-6081	376694	POST,FENCE,METAL (6ft)	<p>MATERIAL: <i>STEEL</i></p> <p>SURFACE TREATMENT: <i>PAINT</i></p> <p>MATERIAL THICKNESS: <i>0.188 INCHES NOMINAL</i></p> <p>DEPTH: <i>1.75 INCHES NOMINAL</i></p> <p>FACE WIDTH : <i>1.75 INCHES NOMINAL</i></p> <p>POINTED PENETRATING END: <i>INCLUDED</i></p> <p>OVERALL LENGTH: <i>72.0 INCHES NOMINAL</i></p> <p>ANCHOR PLATE: <i>NOT INCLUDED</i></p> <p>EXTENSION CLAMP: <i>NOT INCLUDED</i></p> <p>INTEGRAL HOOK ENGAGER QUANTITY: <i>11</i></p> <p>DISTANCE BETWEEN ENGAGER BASES <i>6.0 INCHES NOMINAL</i></p> <p>DISTANCE BETWEEN POST TOP AND ADJACENT ENGAGER BASE: <i>1.5 INCHES NOMINAL</i></p> <p>SPECIAL FEATURES <i>EACH TOP CORNER CUT 0.750 INCH BY 45 DEGREE</i></p>	EA	C	35907	D-LM-008-036/SF-000	<p>21,000 units issued average per year</p> <p>70% Usage at 25 CFSD MTL</p> <p>30% Usage at 7 CFSD EDM</p>

"Annex A" Requirement - W8486-195491

Item	NSN	Part Number	Short Text	Description	Unit of Issue	Q A	NCAGE	Packaging Specification	Estimated Usage
2	5660-21-114-6080	376693	POST,FENCE,METAL (2ft)	<p>MATERIAL: STEEL</p> <p>SURFACE TREATMENT: PAINT</p> <p>MATERIAL THICKNESS: 0.188 INCHES NOMINAL</p> <p>DEPTH: 1.75 INCHES NOMINAL</p> <p>FACE WIDTH : 1.75 INCHES NOMINAL</p> <p>POINTED PENETRATING END: INCLUDED</p> <p>OVERALL LENGTH: 24.0 INCHES NOMINAL</p> <p>ANCHOR PLATE: NOT INCLUDED</p> <p>EXTENSION CLAMP: NOT INCLUDED</p> <p>INTEGRAL HOOK ENGAGER QUANTITY: 1</p> <p>DISTANCE BETWEEN POST TOP AND ADJACENT ENGAGER BASE: 2.625 INCHES NOMINAL</p> <p>SPECIAL FEATURES</p> <p>EACH TOP CORNER CUT 0.750 INCH BY 45 DEGREE</p>	EA	C	35907	D-LM-008-036/SF-000	13,000 units issued average per year 70% Usage at 25 CFSD MTL 30% Usage at 7 CFSD EDM
3	5120-20-001-5170	475171	POST DRIVER,LIGHT	LIGHT FENCE POST DRIVER; 24,000 INCHES LENGTH; 25.0 LBS	EA	C	35907	D-LM-008-036/SF-000	29 units issued average per year 60% Usage at 25 CFSD MTL 40% Usage at 7 CFSD EDM

ANNEX B – PRICING TABLE

The Bidder must provide firm unit prices in CAD\$ for each item below. Pricing provided must include all packaging (boxed or shrink-wrapped), labelling and delivery costs to destination. *(Standing Offer Authority to designate a period of 3 years from issuance of standing offer.)*

1. Standing Offer Period – YEAR 1 – FIRM PRICING

				VOLUME PRICE RANGE #1		VOLUME PRICE RANGE #2		VOLUME PRICE RANGE #3	
				Quantity	Unit Price (Bidder to insert)	Quantity	Unit Price (Bidder to insert)	Quantity	Unit Price (Bidder to insert)
1	Item 1 Post, Fence, Metal 6' 5660-21-114-6081 (P/N 376694)	70% Montreal 30% Edmonton	21,000	1,000- 2,000		2,001- 3,000		3,001+	
2	Item 2 Post, Fence, Metal 2' 5660-21-114-6080 (P/N 376693)	70% Montreal 30% Edmonton	13,000	1,000- 1,500		1,501- 2,000		2,001+	
3	Item 3 Post Driver, Light 5120-20-001-5170 (P/N 0475171-1)	60% Montreal 40% Edmonton	29	1+					

2. Standing Offer Period – YEAR 2 – FIRM PRICING

				VOLUME PRICE RANGE #1		VOLUME PRICE RANGE #2		VOLUME PRICE RANGE #3	
				Quantity	Unit Price (Bidder to insert)	Quantity	Unit Price (Bidder to insert)	Quantity	Unit Price (Bidder to insert)
1	Item 1 Post, Fence, Metal 6' 5660-21-114-6081 (P/N 376694)	70% Montreal 30% Edmonton	21,000	1,000- 2,000		2,001- 3,000		3,001+	
2	Item 2 Post, Fence, Metal 2' 5660-21-114-6080 (P/N 376693)	70% Montreal 30% Edmonton	13,000	1,000- 1,500		1,501- 2,000		2,001+	
3	Item 3 Post Driver, Light 5120-20-001-5170 (P/N 0475171-1)	60% Montreal 40% Edmonton	29	1+					

ANNEX B – PRICING TABLE

3. Standing Offer Period – YEAR 3 – FIRM PRICING

				VOLUME PRICE RANGE #1		VOLUME PRICE RANGE #2		VOLUME PRICE RANGE #3	
				Quantity	Unit Price (Bidder to insert)	Quantity	Unit Price (Bidder to insert)	Quantity	Unit Price (Bidder to insert)
	Description	Delivery Location	Estimated Annual Requirement						
1	Item 1 Post, Fence, Metal 6' 5660-21-114-6081 (P/N 376694)	70% Montreal 30% Edmonton	21,000	1,000-2,000		2,001-3,000		3,001+	
2	Item 2 Post, Fence, Metal 2' 5660-21-114-6080 (P/N 376693)	70% Montreal 30% Edmonton	13,000	1,000-1,500		1,501-2,000		2,001+	
3	Item 3 Post Driver, Light 5120-20-001-5170 (P/N 0475171-1)	60% Montreal 40% Edmonton	29	1+					

Solicitation No. - N° de l'invitation
W8486-195491/A
Client Ref. No. - N° de réf. du client
W8486-195491

Amd. No. - N° de la modif.
File No. - N° du dossier
hl670.W8486-195491

Buyer ID - Id de l'acheteur
hl670
CCC No./N° CCC - FMS No./N° VME

ANNEX “D”

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts 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)