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Québec

K1A 0S5

Bid Fax: (819) 997-9776

## Revision to a Request for a Standing Offer

## Révision à une demande d'offre à commandes

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

## Comments - Commentaires

## Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

## Issuing Office - Bureau de distribution

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

<b>Title - Sujet</b> Specialized Sea Containers NISO	
<b>Solicitation No. - N° de l'invitation</b> W8486-184091/A	<b>Date</b> 2019-07-10
<b>Client Reference No. - N° de référence du client</b> W8486-184091	<b>Amendment No. - N° modif.</b> 008
<b>File No. - N° de dossier</b> hs652.W8486-184091	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-652-76534	
<b>Date of Original Request for Standing Offer</b> 2019-02-25	
<b>Date de la demande de l'offre à commandes originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-08-21</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lafontaine, Raphael	<b>Buyer Id - Id de l'acheteur</b> hs652
<b>Telephone No. - N° de téléphone</b> (613) 296-5030 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Acknowledgement copy required</b> <b>Accusé de réception requis</b>	<b>Yes - Oui</b> <input type="checkbox"/>	<b>No - Non</b> <input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

This revision 008 is raised to re-publish the Request for Standing Offer (RFSO) according to all modifications that have been raised through revisions 001 to 007, as follows:

**DELETE:** ABES.PROD.PW\_\_HS.B652.E76534.EBSU000.PDF dated 2019-02-27

**INSERT:** New version attached below.

**All other terms and conditions remain unchanged.**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include:

- Annex A - Pricing
- Annex B1 - Statement of Work Item 1
- Annex B2 - Statement of Work Item 2
- Annex B3 - Statement of Work Item 3
- Annex C - Test Procedures
- Annex D - Delivery
- Annex E - Lead Time
- Annex G - CARC Paint SOW
- Annex H - Sample Call-Up - 942
- Annex I - Technical Proposal Requirements and Bid Evaluation
- Annex J - Electronic Payment

### **1.2 Summary**

This requirement is to establish a National Individual Standing Offer (NISO) for the Department of National Defence for the procurement of Specialized Sea Containers in accordance with Annex A – Pricing, Annex B1, B2 and B3, – Statement of Work, Annex C –Test Procedures, Annex D – Delivery, Annex E – Lead Time, Annex G – CARC Paint SOW, Annex H – Sample Call-Up - 942, Annex I - Technical Proposal Requirements and Bid Evaluation, and the Design Data List (DDL-8486-184091 dated 2019-01-24).

This requirement is for an initial period of two (2) years with the provision to extend the offer for an additional two (2) periods of one (1) year.

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).

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 6.11 Transition to an e-Procurement Solution (EPS).

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

The 2006 standard instructions is amended as follows:

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

#### 2. epost Connect

- a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
  - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC headquarters is:

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

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

- ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
- b. To submit an offer using epost Connect service, the Offeror must either:
    - i. send directly its offer only to the specified PWGSC Bid Receiving Unit using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
    - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
  - c. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.
  - d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the RFSO closing date and time.
  - e. The RFSO number should be identified in the epost Connect message field of all electronic transfers.
  - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the epost Connect service.
  - g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete offer;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the offer;
    - v. failure of the Offeror to properly identify the offer;

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

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 120 days

## **2.2 Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated 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](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

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

## **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be



clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### **2.4 Applicable Laws**

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

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

#### **2.5 Design Data List (DDL) Request**

To order a copy of the DDL, drawings, and specifications, offerors must contact the Standing Offer Authority by email and provide their full mailing address. If offerors have not received the documents at least ten (10) calendar days prior to bid closing date, offerors should communicate with the Standing Offer Authority.

#### **2.6 Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the location where the Specialized Containers will be displayed. Arrangements have been made for the site visit to be held at 720 Blusenose Private, Ottawa, Ontario, Canada on July 25th. The site visit will begin at 13:00PM and end at 14:00PM.

Bidders are requested to communicate with the Contracting Authority no later than Tuesday July 15<sup>th</sup> 4:00 PM to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

#### **Notes:**

- Driver's licence or other government ID is required for site access.
- Arrivals **must be between** 12:30 and 1:00 PM, no late arrivals will be entertained.
- Entry Time is 1:00 PM (rally point outside Land Equipment Support Center (LESC) compound at around 12:40-12:55 hrs);
- All personnel are not to park in the closest parking lot to the build. See parking area below.
- A maximum of three (3) representatives per bidder are allowed to the site visit.
- All visitors will be escorted.
- All questions must be asked by writing before or after the site visit through PSPC. Personnel at the site visit will not answer questions.
- Only pictures of the display equipment is permitted.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

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

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

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 Product**

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

### **3.1.2 Substitute Products**

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 offer solicitation.

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 15 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 offer solicitation 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 offer in accordance with the Basis of Payment detailed in Part 6B and Annex A - Pricing


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

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

If Annex J 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.

#### **3.1.4 Exchange Rate Fluctuation Mitigation**

1. The Offeror may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Offeror claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Offeror must submit form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

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

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

4. At time of bidding, the Offeror must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#) , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

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

#### **Section III: Certifications**

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

#### **Section IV: Additional Information**

##### **3.2.1 Delivery**

While delivery is requested within twelve (12) weeks from receipt of a call-up document against the Standing Offer, the best delivery that could be offered source must be indicated in Annexe E – Lead Time.

##### **3.2.2 Inspection Points**

Quality Assurance Representative (QAR) will witness testing and perform condition inspection at the contractor's facility.

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by an Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from an Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the offer solicitation closing in circumstances where the offer solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after offer solicitation closing in circumstances where the offer

solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 Phase I: Financial Offer**

- (a) After the closing date and time of this offer solicitation, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the offer solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the offer solicitation to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. An Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of

this solicitation in response to the Notice will replace, in full, only that part of the original Financial Offer as is permitted above, and will be used for the remainder of the offer evaluation process.

- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 Phase II: Technical Offer**

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. A Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) An Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.

- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer
- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Offer**

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the offer solicitation including the technical and financial evaluation criteria.
- (b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation

#### **4.1.2 Technical Evaluation**

##### **4.1.2.1 Mandatory Technical Criteria**

Offers must be completed in full and provide all technical information requested in the Request for Standing Offer by the offer closing date and time to enable a full and complete evaluation.

In order for an offer to be declared responsive, Offerors submitting an offer must submit with the offer, the completed annexes requested. Offerors must provide additional explanation to support their technical compliance by providing a detailed technical offer to prove that they meet the mandatory requirements as described in Annex I- Technical Proposal Requirements and Bid Evaluation. Failure to submit this information will result in the offer being declared non-compliant.



### **4.1.3 Financial Evaluation**

#### **4.1.3.1 Mandatory Financial Evaluation Criteria**

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

The offer must be in Canadian Custom Duties and Excise Taxes included where applicable, Applicable Taxes extra.

Offerors must submit firm unit prices for all items, all quantity range, for the initial period and firm percentage of increase for the extended Periods.

#### **4.1.3.2 Aggregate Price Evaluation**

The price evaluation will be in accordance with Annex A - Pricing.

### **4.2 Basis of Selection**

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

Only one (1) offer 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Additional Certifications Precedent to Issuance of a Standing Offer**

##### **5.2.2.1 Equivalent Products and Substitute Products Conformance Certification**

The Bidder certifies that all Equivalent Products and Substitute Products proposed conform to the requirement detailed under the "Line Item Detail".

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

---

Offeror's authorized representative Signature

---

Date

#### 5.2.2.2 Quality Management Systems

The Offeror certifies that it meets, and will continue to meet throughout the duration of the standing offer, all requirements of clause D5540C ISO 9001:2008 - Quality Management Systems (QAC Q) found in Part 6.

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

\_\_\_\_\_  
Date

#### 5.2.2.3 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.

\_\_\_\_\_  
Offerors' Authorized Representative Signature

\_\_\_\_\_  
Date

**Or**

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

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

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

\_\_\_\_\_  
Offerors' Authorized Representative Signature

\_\_\_\_\_  
Date

**5.2.2.4 Product Conformance**

The Offeror certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the Standing Offer and of any resulting call-ups, to all technical specifications of the Statement of Work(s).

This certification does not relieve the arrangement from meeting all mandatory technical evaluation criteria detailed in Part 4.

\_\_\_\_\_  
Offeror's Authorized Representative

\_\_\_\_\_  
Signature Date

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

### **A. STANDING OFFER**

#### **6.1 Offer**

The Offeror offers to fulfill the requirement in accordance with the Design Data List (DDL) 8486-184091 dated (2019-01-24)

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

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product or the alternative and the Supplier is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

#### **6.3 Standard Clauses and Conditions**

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

##### **6.3.1 General Conditions**

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

##### **6.3.2 Standing Offers Reporting**

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

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

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

The Quarterly reporting periods are defined as follows:

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

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

- 1a. Standing Offer Number;
- 1b. Standing Offer Title;
- 1c. Authorized Users

- 1d. Call-up number
- 1e. Invoice date and number
- 1f. Region of Delivery
- 1g. Reporting Period (Quarter and Per Fiscal Year);
- 1h. Total Number of Orders and associated value (Applicable taxes included) for the Reporting Period (Quarter);
- 1i. Total Number of Orders and associated value (Applicable taxes included) (Per Fiscal Year);
- 1j. Total Number of Orders and associated value (Applicable taxes included) (For the duration of the Standing Offer)
  
- 2a. Item number;
- 2b. Total Number of Item ordered (Per Quarter and Per Fiscal Year);
- 2c. Total Number of Item ordered (Per Region of Delivery);
- 2d. Total Number of Item ordered (Per Identified user);

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

### **6.3.3 Standing Offers - Final Usage Report**

On completion or termination of the Standing Offer, the Offeror must produce a detailed final usage report with all cumulative data of the call-ups. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically in a Microsoft Excel format to the Standing Offer Authority, no later than fifteen (15) calendar days after the end of the completion or the set aside of the Standing Offer

## **6.4 Term of Standing Offer**

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

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

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

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to two (2) additional periods of one (1) year, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **sixty (60) days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Raphael Lafontaine  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
HS Division

L'Esplanade Laurier (LEL) East Tower, 4th floor  
140, O'Connor Street, Ottawa (Ontario) K1A 0S5  
Telephone: 613 296-5030  
E-mail address: raphael.lafontaine@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 Procurement Authority**

The Procurement Authority for the Standing Offer is:

Name: **(To be inserted by PWGSC)**  
National Defence Headquarters  
Mgen. George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

#### **6.5.3 Technical Authority**

The Technical Authority for the Standing Offer is:

Name: **(To be inserted by PWGSC)**  
National Defence Headquarters  
Mgen. George R. Pearkes Building  
101 Colonel By Drive  
Ottawa (Ontario) K1A 0K2  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

#### **6.5.4 Offeror's Representative General Enquiries**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

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

**Delivery follow-up**

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

**6.6 Identified Users**

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

**6.7 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

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

or

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

**6.8 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$400,000 (Applicable Taxes included). All individual call-ups against the Standing Offer exceeding \$400,000 (Applicable taxes included) will be forwarded to PWGSC for authorization.

**6.9 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;



- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2018-06-21) General Conditions - Goods (Medium Complexity);
- e) the general conditions 2030 (2018-06-21) General Conditions- Goods (High Complexity);
- f) Annex A - Pricing
- g) Annex B1, B2 and B3 Statement of Work;
- h) the Offeror's offer dated (to be inserted by PWGSC) and as amended on (to be inserted by PWGSC).

## **6.10 Certifications**

### **6.10.1 Compliance**

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

## **6.11 Applicable Laws**

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

## **6.12 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.

## **6.13 Meeting after Issuance of Standing Offer**

Within ten (10) calendar days from the effective date of the Standing Offer, the Offeror must contact the Standing Offer Authority to determine if a meeting is required after the issuance of the Standing Offer. A meeting will be convened at Canada's discretion to review the procedures for making call-ups, the technical and contractual requirements. The Offeror must prepare and distribute the minutes of the meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence, Public Works and Government Services Canada and other federal government departments as required.

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

The Supplier 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 for Annex B3 – Item 3

2030 (2018-06-21), General Conditions - Higher Complexity – Goods(Higher Complexity) apply to and form part of the Contract for Annex B1 and B2 – Item 1 and 2.

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

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C2000C	Taxes- Foreign-based Contractor	2007-11-30
C2611C	Customs Duties – Contractor Importer	2007-11-30
C0604C	Price Adjustment- Metals	2010-01-11
C3015C	Exchange Rate Fluctuation Adjustment	2017-08-17
C6000C	Limitation of Price	2017-08-17
H1001C	Multiple Payments	2008-05-12

### **6.3. Delivery Date**

The Supplier must provide delivery time frame at all specified range quantities and regions as detailed in Annex E – Lead time.

### **6.4 Basis of Payment**

#### **6.4.1 Initial Period**

In consideration of the Contractor satisfactorily completing all of its obligations under the Standing Offer, the Supplier will be paid firm prices, for all items, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian customs duties and excise taxes, where Applicable Taxes extra, in accordance with Annex A – Pricing.

#### **6.4.2 Electronic Payment of Invoices – Call-up**

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

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

### **6.5 Invoicing Instructions**

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

2. Each invoice must be distributed as follows:

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

b. One (1) copy must be forwarded to the following address:

Department of National Defence  
National Defence Headquarters  
Mgen. George R. Pearkes Building  
101 Colomel By Drive  
Ottawa, Ontario K1A 0K2  
Attention: 6-3-6-1

#### **6.6 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
A1009C	Work Sites Access	2008-05-12
A9006C	Defence Contract	2012-07-16
B1505C	Shipment of Dangerous Goods/Hazardous Products	2016-01-28
B4042C	Identifications Markings	2008-05-12
B4043C	Military Nomenclature	2016-01-28
D2025C	Wood Packaging Materials	2017-08-17
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Good/ Hazardous Products- Labelling and Packaging Compliance	2014-09-25
D5540C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q) - For Item 1 and 2.	2010-08-16
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) - For Item 3.	2010-08-16
D6010C	Palletization	2007-11-30
G1005C	Insurance	2016-01-28

#### **6.7 Preparation for Delivery**

The Contractor must prepare all 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 and provide date of manufacture.

#### **6.8 Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the

requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### **6.9 Inspection Points**

The Inspection Authority or representative will inspect and accept the items at contractor's facility.

#### **6.10 Shipping Instructions – Delivery and Destination**

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.
2. The Contractor must deliver the goods to their destination as detailed in Annex D - Delivery Locations by Region. The complete delivery address will be provide once call-up is issued against the Standing Offer.
3. The Contractor or its carrier must arrange delivery appointments. The consignee may refuse shipments when prior arrangements have not been made.

### **ANNEX A – PRICING**

The Annex A is an Excel file available on BuyandSell in the attachment section.

The document's name is W8486-184091\_RFSO\_EN\_Ann\_A\_001.xls

### **ANNEX B1 - STATEMENT OF WORK ITEM 1**

The Annex B1 is a Word file available on BuyandSell in the attachment section.

The document's name is W8486-184091\_RFSO\_EN\_Ann\_B1\_001.doc

### **ANNEX B2 - STATEMENT OF WORK ITEM 2**

The Annex B2 is a Word file available on BuyandSell in the attachment section.

The document's name is W8486-184091\_RFSO\_EN\_Ann\_B2\_001.doc

### **ANNEX B3 - STATEMENT OF WORK ITEM 3**

The Annex B3 is a Word file available on BuyandSell in the attachment section.

The document's name is W8486-184091\_RFSO\_EN\_Ann\_B3.doc

### **ANNEX G - CARC PAINT SOW**

The Annex G is a Word file available on BuyandSell in the attachment section.

The document's name is W8486-184091\_RFSO\_EN\_Ann\_G.doc

### **ANNEX I - TECHNICAL PROPOSAL REQUIREMENTS AND BID EVALUATION**

The Annex I is a Word file available on BuyandSell in the attachment section.

The document's name is W8486-184091\_RFSO\_EN\_Ann\_I.doc

**ANNEX C**  
**TILT, SHOCK AND WATER TEST PROCEDURES**  
**FOR**  
**WAREHOUSING CONTAINERS**

**1.0 SCOPE**

**1.1 Purpose.** This document provides test requirements for the Warehousing Containers. The tests included herein are designed to verify that the internal components stored and mounted within all the ISO containers can withstand off-road movement and military handling.

**1.2 Responsibility.** The Contractor is responsible for the performance of the tests as specified herein at its facility. The DND reserves the right to perform any of the actions set forth herein where such actions are deemed necessary to ensure the container conforms to prescribed requirements. All the ISO containers must be submitted to and must pass all tests described below. Prior to the tests, the ISO containers must be CSC certified and in complete configuration. The Contractor must allow DND to observe all tests.

**2.0 TESTS**

**2.1 Test Specimen for tilt and shock tests described below.** For testing all the ISO containers, the ISO containers must be loaded / configured for transport and storage.

**2.2 Tilt Test.** The tilt test must verify if all the ISO container(s) and their load can resist multiple angles of elevation due to military handling.

**2.2.1 Description.** The tilt test must consist of lifting one end of each container to reach an angle of 45 degrees. This test must be repeated on the other end.

**2.3 Shock Test.** After being tilt tested the ISO containers will be tested for shocks. The shock test must verify that all the ISO containers can withstand shocks due to off road movement and military handling.

**2.3.1 Description.** The shock test must consist of dropping all the loaded ISO containers on the ground when one end is lifted 15 centimeters off the ground. This test must be repeated on the other end.

**2.4 Water Test.** The water test must verify if the ISO container(s) are watertight when subject to rain and blowing rain while stationary and during container movement.

**2.4.1 Description.** The water test must be performed in accordance with ISO 1496-1 testing # 13 Waterproofness.

**3.0 ACCEPTANCE**

**3.1 Acceptance Criteria.** The condition of all the ISO containers must be suitable for use / transportation at the completion of the tilt and shock tests. The doors of all the ISO Containers and the integrity of the items, packaging and of the securing within the ISO container will be verified. Any damage or water infiltration resulting from the tests must be cause for failure.

**3.2 Test Report.** The test results must be documented. The test reports must be submitted to the Technical Authority for review and approval prior to delivering the ISO container to DND.

## **ANNEX D**

### **DELIVERY LOCATIONS BY REGION**

#### **ATLANTIC REGION**

##### **NEW BRUNSWICK:**

Bathurst  
Fredericton  
Gagetown/Oromocto  
Moncton  
Saint John

##### **NOVA SCOTIA:**

Amherst  
Bridgewater  
Dartmouth  
Greenwood  
Halifax  
Shearwater  
Sydney

##### **PRINCE EDWARD ISLAND:**

Charlottetown

#### **NEWFOUNDLAND REGION**

Gander  
Goose Bay  
St John's

#### **QUEBEC REGION**

Montreal  
Laval  
Valcartier  
Bagotville  
Courcelette  
Richelain  
Trois Rivières  
West-Mount  
Sherbrooke  
Saint- Hubert  
Ste- Foy

#### **ONTARIO REGION**

Ajax  
Astra  
Barrie  
Belleville  
Borden  
Hamilton  
Hornell Heights  
Kingston

Kitchener  
London  
Meaford  
Mississauga  
North Bay  
Oshawa  
Ottawa  
Petawawa  
Sault St-Marie  
St Catherines  
St Thomas  
Sudbury  
Thunder Bay  
Toronto  
Trenton  
Windsor

**WESTERN REGION**

ALBERTA:  
Calgary  
Cold Lake  
Denwood  
Edmonton  
Lethbridge  
Medicine Hat  
Suffield  
Wainwright

SASKATCHEWAN:  
Dundurn  
Moose Jaw  
Regina  
Saskatoon

MANITOBA:  
Brandon  
Shilo  
Southport  
Winnipeg

**PACIFIC REGION (BC)**

BRITISH COLUMBIA:  
Aldergrove  
Chilliwack  
Lazo  
Richmond  
Vancouver  
Victoria



**ANNEX E**

**DELIVERY LEAD TIME**

**ITEM 1 - NSN 8145-21-920-9765 – SHIPPING AND STORAGE CONTAINER, BIN STORES WITH DRAWERS – Drawing No. 0776017**

DDP INCOTERMS 2000 ATLANTIC REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1	_____	_____	_____	_____
Qty 2+	_____	_____	_____	_____

DDP INCOTERMS 2000 QUEBEC REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1	_____	_____	_____	_____
Qty 2+	_____	_____	_____	_____

DDP INCOTERMS 2000 ONTARIO REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1	_____	_____	_____	_____
Qty 2+	_____	_____	_____	_____

DDP INCOTERMS 2000 WESTERN REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1	_____	_____	_____	_____
Qty 2+	_____	_____	_____	_____

DDP INCOTERMS 2000 PACIFIC REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1	_____	_____	_____	_____
Qty 2+	_____	_____	_____	_____

**ITEM 2 - NSN 5411-20-000-2309 – SHIPPING AND STORAGE CONTAINER, BIN STORES WITH CAGES – Drawing No. 0275900**

DDP INCOTERMS 2000 ATLANTIC REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1	_____	_____	_____	_____
Qty 2+	_____	_____	_____	_____

DDP INCOTERMS 2000 QUEBEC REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1	_____	_____	_____	_____
Qty 2+	_____	_____	_____	_____

DDP INCOTERMS 2000 ONTARIO REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1	_____	_____	_____	_____
Qty 2+	_____	_____	_____	_____

DDP INCOTERMS 2000 WESTERN REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1	_____	_____	_____	_____
Qty 2+	_____	_____	_____	_____

DDP INCOTERMS 2000 PACIFIC REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1	_____	_____	_____	_____
Qty 2+	_____	_____	_____	_____

**ITEM 3 - NSN 4940-20-004-0714 – CONTAINER STAND (SHOP EQUIPMENT, GENERAL PURPOSE)  
– Drawing No. 1175080**

DDP INCOTERMS 2000 ATLANTIC REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1-6	_____	_____	_____	_____
Qty 7+	_____	_____	_____	_____

DDP INCOTERMS 2000 QUEBEC REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1-6	_____	_____	_____	_____
Qty 7+	_____	_____	_____	_____

DDP INCOTERMS 2000 ONTARIO REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1-6	_____	_____	_____	_____
Qty 7+	_____	_____	_____	_____

DDP INCOTERMS 2000 WESTERN REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1-6	_____	_____	_____	_____
Qty 7+	_____	_____	_____	_____

DDP INCOTERMS 2000 PACIFIC REGION (weeks)

QTY RANGE	YEAR 1	YEAR 2	Option YEAR 3	Option YEAR 4
Qty 1-6	_____	_____	_____	_____
Qty 7+	_____	_____	_____	_____

**ANNEX H**  
**942**  
**CALL-UP AGAINST A STANDING OFFER**

SHIP TO - EXPIDIER A  
**CONTRACTOR/IMPORTER OF  
RECORD**  
c/o DND Unit

TO THE SUPPLIER: YOUR STANDING OFFER REFERRED TO BELOW IS HEREBY  
ACCEPTED AS FOLLOWS: YOU ARE REQUIRED TO SUPPLY THE GOODS AND/OR  
SERVICES SHOWN BELOW AT THE PRICES OR PRICING BASIS AND IN ACCORDANCE  
WITH THE OTHER TERMS AND CONDITIONS STATED IN THE STANDING OFFER.  
ONLY GOODS AND SERVICES INCLUDED IN THE STANDING OFFER SHALL BE  
SUPPLIED AGAINST THIS CALL UP.

AU FOURNISSEUR: VOTRE OFFRE PERMANENTE DONT LE NUMERO FIGURE PLUS BAS  
EST ACCEPTE SELON LES MODALITES SUIVANTES: VOUS KTRE PRII DE FOURNIR LES  
BIENS OU SERVICES INDIQUIS CI-DESSOUS AUX PRIX OU SELON LES MODALITES DE  
PRIX ET EN CONFORMITE DES AUTRES CONDITIONS STIPULIS DANS L'OFFRE  
PERMANENTE.  
NE SERONT FOURNIS EN VERTU DE LA PRISENTE COMMANDE QUE LES BIENS ET  
SERVICES FIGURANT DANS L'OFFRE PERMANENTE.

SUPPLIER-FOURNISSEUR

**SAMPLE- ANNEX I**

INVOICES TO BE ADDRESSED  
IN ACCORDANCE WITH

ADRESSER LES FACTURES  
SELON

THE ADDRESS SHOWN IN THE  
\* SHIP TO" BLOCK SEE INVOICE INSTRUCTION ABOVE  
L'ADRESSE INDIQUÉ DANS LA CASE  
"EXPIDIER A"

SPECIAL INSTRUCTIONS  
BELOW  
# LES INSTRUCTIONS  
PARTICULIÈRES  
CI-DESSOUS

EACH SHIPMENT SHALL BE ACCOMPANIED BY A PACKING SLIP OR DELIVERY  
SLIP. ALL INVOICES, SHIPPING BILLS AND PACKING SLIPS MUST SHOW THE FOL  
REFERENCE NUMBERS

CHACQUE ENVOI SERA ACCOMPAGNÉ D'UN BORDEREAU D'EMBALLAGE OU D'EXPEDITION. LES FACTURES,  
CONNAISSEMENTS ET BORDEREAUX D'EMBALLAGE DOIVENT TOUS PORTER LES NUMROS DE REFERENCE SUIVANT  
O DE COMMANDE

REQUISITION NO -

STANDING OFFER NO. - O D'OFFRE  
PERMANENTE

ORDER OFF - BURDEM

YR-AN

SERIAL NO-O SIRIE

FINANCIAL CODE - CODE FINANCIER

GOVERNMENT SALES TAX

☒ INCLUDED ☐ EXEMPT

☐ INCLUDE ☐ EXONERATION ☐ EXEMPTION AUTH. AUTORIS  
D'EXONERATION

PROVINCIAL SALES TAX - TAXE DE VENTE PROVINCIALE

☒ INCLUDED ☐ EXEMPT ☐ EXONERATION 11708174G  
LIC.NO(S) AUTH. AUTORI NO DE LICENCE

AMENDMENT NO. - O DE  
MODIFICATION

ORIG

PREVIOUS VALUE - VALEUR PRICEDENTE

VAL OF INC OR  
DEC  
AUG OU DIM

TOT EST EXP OR REV TOT ESP EXP  
MONT TOT PRIV OU MONT TOT PRIV REVISI  
\$

ITEM NO  
O DE  
L'ART

WORK DESCRIPTION  
DESCRIPTION DE TRAVAILLE

U OF I  
U DE D

QUANTITY  
QUANTITI

UNIT PRICE  
PRIX UNITAIRE

EXTENDED  
PRICE  
PRIX TOT PRIVU

0001

SUB-TOTAL  
GST/HST  
TOTAL

**NOTE: CONTRACT TERMS DDP. COMPANY IS  
IMPORTER OF RECORD & RESPONSIBLE FOR  
ALL FREIGHT, DUTY AND APPLICABLE TAXES.**

FOR FURTHER INFORMATION CALL - POUR RENSEIGNEMENT SUPPLIM

NAME  
NOM

TEL  
TEL

DELIVERY REQUIRED BY  
LIVRAISON REQUISE LE

Certified pursuant to section 32 of the Financial Administration Act

APPROVED FOR MINISTER - APPROUVÉ POUR LE MINISTRE

Solicitation No. - N° de l'invitation  
W8486-184091/A

Revision. No. - N° de la révision.  
008

Buyer ID - Id de l'acheteur  
hs652

<i>Certifié en vertu de l'article 32 de la loi sur la gestion des finances publiques</i>	
----- <i>SIGNATURE</i>	----- <i>DATE</i>
----- <i>SIGNATURE</i>	----- <i>DATE</i>

## **ANNEX J**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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