

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

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

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

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

## National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**  
Electrical & Electronics Products Division  
L'Esplanade Laurier  
East Tower, 4th floor,  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Batteries, Rechargeable	
<b>Solicitation No. - N° de l'invitation</b> W8486-206498/A	<b>Date</b> 2020-01-24
<b>Client Reference No. - N° de référence du client</b> W8486-206498	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HN-329-78387
<b>File No. - N° de dossier</b> hn329.W8486-206498	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-03-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dumaresq, Steve	<b>Buyer Id - Id de l'acheteur</b> hn329
<b>Telephone No. - N° de téléphone</b> (613)296-1704 ( )	<b>FAX No. - N° de FAX</b> (819)953-4944
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> 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**

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

## **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 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br>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 the statement of requirement and related material.

### **1.2 Summary**

The National Individual Standing Offer (NISO) for the Department of National Defence (DND) is for the supply of "BATTERIES, STORAGE" (GSIN: N6140 – Batteries, Rechargeable) as described in Annex A, on an "as and when" required basis for delivery to DND Supply Depots in Montreal (QC) and Edmonton (AB).

The NISO will be for a period of three (3) years with one (1) 6-month option if exercised.

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).

The Request for Standing Offers (RFSO) is to establish National Individual Standing offers for the requirement detailed in the RFSO, to the Identified User across Canada, excluding locations subject to Comprehensive Land Claims Agreements (CLCAs).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 6A -Standing Offer, and Part 6B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification."

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

### 1.3 Security Requirements

There are no security requirements associated with the Request for Standing Offers.

### 1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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

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

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 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 bidder is using its own licensing agreement for epost Connect.

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## 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## 2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

# PART 3 - OFFER PREPARATION INSTRUCTIONS

## 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 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, Certifications and Additional Information

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

Section I: Technical Offer (2 hard copies and 2 soft copies on USB Key);

Section II: Financial Offer, Certifications and Additional Information (1 hard copy and 1 soft copy on USB Key);

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

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

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

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

#### **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 designates the brand name and model and/or part number and NCAGE 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 Standing Offer Authority to fully evaluate the equivalency of each substitute product; or
  - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- 3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within the specified number of business days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with pricing requirements presented herein and at Annex B. Offerors must submit the certifications and additional information required under Part 5.

##### **3.1.1 Electronic Payment of Invoices - Offer**

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

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

- ( ) VISA Acquisition Card;

- ( ) MasterCard Acquisition Card;  
( ) Direct Deposit (Domestic and International);  
( ) Electronic Data Interchange (EDI);  
( ) Wire Transfer (International Only).

If this section 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

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder 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 Bidder 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 Bidder 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 Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

#### Certifications:

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

#### Additional Information:

##### Offeror Contacts

Name and telephone number of the person responsible for:

##### Call-ups:

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

Buyer ID - Id de l'acheteur  
hn329  
CCC No./N° CCC - FMS No./N° VME

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**Delivery follow-up:**

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

**Quarterly usage reports to PSPC(PWGSC) Standing Offer Authority:**

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****4.1 Technical Evaluation**

Offers received will be assessed in accordance with the entire requirement of this Request for Standing Offer including the technical and financial evaluation criteria specified herein.

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

**4.1.1 Mandatory Technical Criteria**

Technical compliance to all requirements presented herein;  
Technical compliance (description of items 001 and 002 at Annex A);  
Offers must be submitted for all destinations per NSN.

**Evaluation Sample:**

If necessary, as part of the technical evaluation to confirm an offeror's capability of meeting the technical requirements, a sample (or samples) may be required upon written notification from the Contracting Authority (production unit, no prototype will be accepted). The offeror shall deliver the evaluation sample(s) at no charge to Canada and shall ensure that the sample(s) is received within the timeframe as directed by the Contracting Authority. Failure to submit the sample(s) within the specified time frame, or non-conformance of the sample(s) to the technical requirements, will result in the offer being declared non-responsive. The sample(s) provided can be returned to offeror upon request, and will not be part of any subsequent order.

**4.2 Financial Evaluation**

Compliance with the pricing requirements presented herein;  
Compliance and completion of Annex B, Pricing.

#### **4.2.1 Pricing Basis**

Firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination), with all applicable Custom duties and Excise taxes included. Freight and shipping charges included. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) not included.

If Bidder is requesting the exchange rate fluctuation protection, a completed Claim for Exchange Rate Adjustments form (PWGSC-TPSGC 450) must be included with submitted Offer.

#### **4.3 Basis of Selection**

An Offer must comply with all requirements of the solicitation and meet all technical and financial evaluation criteria to be declared responsive.

Total evaluated offer price is the sum of all unit pricing at Annex B.

### **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**

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



### 5.2.1 Integrity Provisions – Required Documentation

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

### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification (SUBMIT ANNEX D)

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

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 General Environmental Criteria Certification

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

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

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

\_\_\_\_\_  
Date

Or

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

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

Green Practices within the Bidders' 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	

Solicitation No. - N° de l'invitation  
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hn329  
CCC No./N° CCC - FMS No./N° VME

Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

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

\_\_\_\_\_  
Date

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

### **A. STANDING OFFER**

#### **1. Offer**

- 1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work and related specifications as presented at Solicitation W8486-206498/A.

#### **2. 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.

##### **2.1 General Conditions**

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

##### **2.2 Standing Offers Reporting**

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

The Offeror must provide this data in accordance with the reporting requirements detailed herein. 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 on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 30 days calendar days after the end of the reporting period.

### **3. Term of Standing Offer**

#### **3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is for three (3) years, hence from \_\_date\_\_ to \_\_date\_\_ inclusively.

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### 3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for one (1) additional 6-month period under the same conditions and prices 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 before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 4. Authorities

### 4.1 Standing Offer Authority

Steve Dumaresq  
Public Works and Government Services Canada - Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division  
L'Esplanade Laurier (LEL), 140 O'Connor Street, East Tower  
Telephone: (613) 296-1704  
E-mail address: steve.dumaresq@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 is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 4.2 Technical Authority

Name:  
Telephone: (xxx) xxx-xxxx      Facsimile: (xxx) xxx-xxxx  
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 against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 4.3 Offeror's Representative

(will be inserted at issuance of standing offer)

#### Call-ups:

Name:  
Telephone: (xxx) xxx-xxxx      Facsimile: (xxx) xxx-xxxx  
E-mail:

#### Delivery follow-up

Name:  
Telephone: (xxx) xxx-xxxx      Facsimile: (xxx) xxx-xxxx  
E-mail:

## 5. Identified Users

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

## **6. Call-up Procedures**

Upon having a requirement for lanterns, the work will be authorized or confirmed by the Identified Users using form PWGSC-TPSGC 942, Call-up against a Standing Offer.

### **6.1 Call-up Instrument**

Form PWGSC-TPSGC 942, Call-up against a Standing Offer.

## **7. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$ 100,000 (applicable taxes included).

## **8. 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) technical requirement as presented at solicitation W8486-206498/A;
- f) the Offeror's offer dated \_\_\_\_.

## **9. Certifications - Compliance**

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## **10. 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.

## **11. 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.

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## **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.

### **1. Statement of Work**

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

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

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

Section 15, Payment Period, of 2010A General Conditions does not apply to payments made by credit cards at point of sale.

Section 16, Interest on Overdue Accounts, of 2010A General Conditions does not apply to payments made by credit cards at point of sale.

#### **2.2 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
B1501C	Electrical Equipment	2018-06-21
B7500C	Excess Goods	2006-06-16
A9006C	Defence Contract	2012-07-16

### **3. Term of Contract**

#### **3.1 Delivery Date**

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

#### **3.2 Delivery Points**

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

### **4. Payment**

#### **4.1 Basis of Payment**

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

#### **4.2 Single Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

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#### **4.3 Electronic Payment of Invoices** *(to be deleted if not applicable)*

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only).

#### **4.4 Exchange Rate Fluctuation Adjustment** *(to be deleted if not applicable)*

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.

2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.

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 provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to: FCC Foreign Currency Component (per unit)  
 $i_0$  Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])  
 $i_1$  exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])  
Qty quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.

5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.

6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450 The information is only accessible to federal government department and agency employees, Claim for Exchange Rate Adjustments.

7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 The information is only accessible to federal government department and agency employees. (i.e.  $[i_1 - i_0] / i_0$ ).

8. Canada reserves the right to audit any revision to costs and prices under this clause.

#### **4.5 SACC Manual Clauses** *(to be deleted if not applicable)*

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
C2000C	Taxes – Foreign-based Contractor	2007-11-30

#### **5. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a) as per the detailed instructions in the standing offer; or
  - b) the address shown in the "ship to block" on the Call-up Against a Standing Offer form; or
  - c) as indicated in the "special instructions" block on the Call-up Against a Standing Offer form.

#### **6. Insurance**

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

#### **7. SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
D5545C	ISO 9001:2015 - Quality Management Systems - Requirements (Quality Assurance Code C)	2019-05-30

#### **7.1 NATO Commercial and Government Entity Code (NCAGE) Traceability**

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

Canada 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 shall forthwith so pay) all procurement and other costs incurred by Canada, including any increased costs required for the purpose of expediting production;

**OR**

- (b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by Canada, and the costs which, in Canada'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.



## 8. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D9002C	Incomplete Assemblies	2007-11-30
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization (Modified as per Annex __ attached)	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D3010C	Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance	2014-09-25
B1505C	Shipment of Dangerous Goods/Hazardous Products	2016-01-28

### 8.1 Shelf Life

The Contractor must ensure that items will contain 75 percent of the authorized shelf life as listed in *CFTO D-05-001-001/SF-000* at date of delivery to the Department of National Defence.

### 8.2 Shipping Instructions - Delivery at Destination

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

For item 001:

Delivered Duty Paid (DDP) to "25 CF Supply Depot, Montreal, Québec" Inco terms 2000 for shipments from a commercial contractor.

For item 002:

Delivered Duty Paid (DDP) to "7 CF Supply Depot Lancaster Park, Edmonton, Alberta" Inco terms 2000 for shipments from a commercial contractor.

### 8.3 Preparation for Delivery

The Contractor must prepare item numbers 001 and 002 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item numbers 001 and 002 in quantities of one (1) by package.

### 8.4 Package Markings - Additional

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided for items 001 and 002:

- (a) Product description;
- (b) Nato Stock Number (NSN);
- (c) Contract Number;
- (d) Manufacturer's part or drawing number: Battery Condition;
- (e) Manufacturer's batch or serial number;
- (f) Date of manufacturing.

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

### **8.5 Shipping – Scheduling**

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) 7 CF Supply Depot Lancaster Park  
Edmonton, Alberta  
Telephone: 780-973-4011, ext. 4524
- (b) 25 CF Supply Depot Montreal  
Montréal, Québec  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282

## ANNEX A Requirement and Specifications

TS #	TS Title	Technical Specifications Battery: Grp 31T
1	Standards, Classification and Part or Identifying Number (PIN)	Must be IAW SAE J2981, dated MAY 2016.
2	Requested NSN	NSN: 6140-01-658-6098
3	Battery Chemistry and Type	Sealed Lead-Acid, Valve Regulated (VRLA), Absorbed Glass Mat (AGM)
4	BCI Group Size	Group 31T, as identified in Fig 18 of Tables 3 and 4 of SAE J2981.
5	Terminal Post Type	Battery shall have 3/8-16" male threaded stud terminals as detailed in SAE J2981, Table 2 - Termination, Figure 5 - SAE HD threaded (stud) terminal - type T.
6	Terminal Configuration and Orientation	Battery shall have a standard terminal configuration that is a "left-positive" orientation. This means when facing towards the battery manufacturer's label from the front side, the positive terminal shall be on the left. No battery with a reversed terminal orientation will be deemed acceptable.
7	Nominal DC Voltage	12V
8	Minimum Cold Cranking Ampere (CCA) at -18 °C (0F) as defined in SAE J537	1150 A
9	Minimum CA/MCA at 0 °C (32F)	1370 A
10	Minimum Reserve capacity (RC) in minutes at 25 °C as defined in SAE 537	205 mins
11	Minimum Nominal Capacity (C20 hr Discharge Rate)	100 Ah
12	Minimum Shelf Life Capability	24 months @ 25°C
13	Minimum Open Circuit Voltage (OCV) on delivery	12.65V
14	Storage Temperature Range during delivery	10°C - 30°C (50°F -86°F).

## ANNEX B PRICING

### Initial 3 Years:

#### Year 1

Item	Description	Unit of Issue	Quantities		
			24 – 72 units	73 – 144 units	145 - 216 units
001	NSN 6140-01-658-6098 Or equivalent  Destination: 25 CFSD, Montreal, QC	Each	\$	\$	\$
002	NSN 6140-01-658-6098 Or equivalent  Destination: 7 CFSD, Edmonton, AB	Each	\$	\$	\$

#### Year 2

Item	Description	Unit of Issue	Quantities		
			24 – 72 units	73 – 144 units	145 - 216 units
001	NSN 6140-01-658-6098 Or equivalent  Destination: 25 CFSD, Montreal, QC	Each	\$	\$	\$
002	NSN 6140-01-658-6098 Or equivalent  Destination: 7 CFSD, Edmonton, AB	Each	\$	\$	\$

### Year 3

Item	Description	Unit of Issue	Quantities		
			24 – 72 units	73 – 144 units	145 - 216 units
001	NSN 6140-01-658-6098 Or equivalent  Destination: 25 CFSD, Montreal, QC	Each	\$	\$	\$
002	NSN 6140-01-658-6098 Or equivalent  Destination: 7 CFSD, Edmonton, AB	Each	\$	\$	\$

### Optional 6 months:

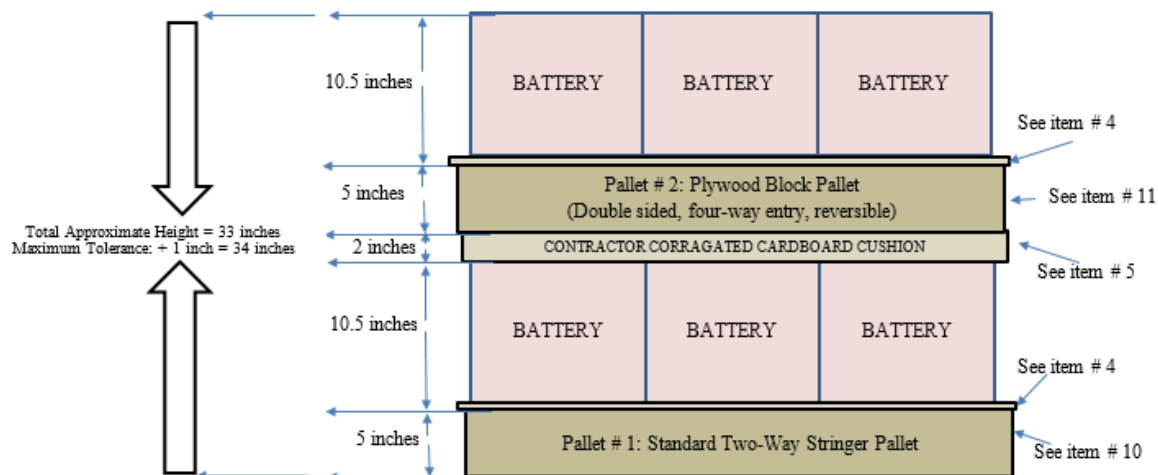
Item	Description	Unit of Issue	Quantities		
			24 – 72 units	73 – 144 units	145 - 216 units
001	NSN 6140-01-658-6098 Or equivalent  Destination: 25 CFSD, Montreal, QC	Each	\$	\$	\$
002	NSN 6140-01-658-6098 Or equivalent  Destination: 7 CFSD, Edmonton, AB	Each	\$	\$	\$

**Total Evaluated Offer Price:**

**Sum of all unit pricing above**

## ANNEX C - Amendment to Palletization Clause D6010C

Item#	Title	Description
1.	Limitation:	12 batteries per pallet.
2.	Method:	Quantity 2 pallet's stacked on top of each other.
3.	Limitation:	Not to exceed stack of 2 pallets of batteries.
4.	Method:	Batteries rest on a sheet of single wall board corrugated cardboard approx. 3/16th inch
5.	Method:	Upper pallet rests on a 2 inch corrugated cardboard cushion.
6.	Limitation:	Total approximate height = 33 inches.
7.	Limitation:	Maximum total height tolerance: + 1 inch, shall not to exceed 34 inches in height.
8.	Note:	Battery measurements shown are approximate.
9.	Note:	All other requirements associated to Palletization Clause reference 6010C apply.
10.	Limitation:	Pallet #1 shall be a Standard Two-Way Stringer Pallet
11.	Limitation:	Pallet #2 shall be a Plywood Block Pallet that is double sided, four-way entry, and reversible.



Pallet # 1: Standard Two-Way Stringer Pallet

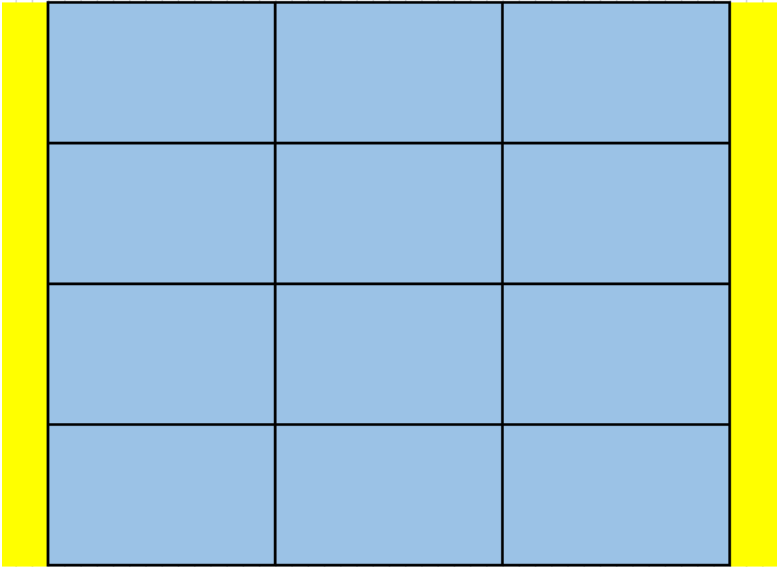


Solicitation No. - N° de l'invitation  
W8486-206498/A  
Client Ref. No. - N° de réf. du client  
W8486-206498/A

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

Buyer ID - Id de l'acheteur  
hn329  
CCC No./N° CCC - FMS No./N° VME

Pallet # 2: Plywood Block Pallet (Double sided, four-way entry, reversible)



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## ANNEX D to PART 5 OF THE REQUEST FOR STANDING OFFERS

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- ☐ A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

**OR**

- ☐ B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)





## Claim for Exchange Rate Adjustments

**Total Exchange Rate Adjustment**  
**Rajustement total du taux de change**

## Instructions

### Where:

$i_0$  = initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

$i_1$  = exchange rate for adjustment purposes (CAN\$ per unit of foreign currency [e.g. US\$1])

### Instructions to bidders:

1. Bidders must complete columns (1) to (4) at time of bidding, for each line item where they want to invoke the exchange rate fluctuation provisions.

2. 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.

### Instructions for Payment:

1. This form must be submitted with the invoice for payment with respect to all items with an FCC. Complete columns (1) through (7). Columns (8) and (9) will auto complete.

2. Suppliers should submit a separate calculation sheet for each invoice submitted showing the exchange rate adjustment for all line items with an FCC.

3. This form must be provided with all invoices where the exchange rate fluctuates more than 2% (increase or decrease), (i.e.  $\text{abs}[(i_1 - i_0) / i_0] > .02$ ), unless otherwise stated in the contract.

### Étant entendu que :

$i_0$  = Facteur de conversion du taux de change initial (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

$i_1$  = Taux de change aux fins du rajustement (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

### Instructions aux soumissionnaires :

1. Les soumissionnaires doivent remplir les colonnes (1) à (4) au moment de présenter leur soumission, pour chacun des produits pour lesquels ils veulent se prévaloir des dispositions relatives à la fluctuation du taux de change.

2. Lorsque les soumissions sont évaluées en dollars canadiens, les montants en dollars indiqués dans la colonne (3) doivent également être en dollars canadiens, de sorte que le montant du rajustement soit indiqué dans la même devise que pour le paiement.

### Instructions relatives au paiement :

1. Le présent formulaire doit accompagner la facture en vue du paiement pour chaque article comportant un montant en monnaie étrangère. Il faut remplir les colonnes (1) à (7). Les colonnes (8) et (9) seront remplies automatiquement.

2. Les fournisseurs doivent présenter une feuille de calcul séparée pour chaque facture et indiquer le rajustement du taux de change pour chaque article comportant un montant en monnaie étrangère.

3. Le présent formulaire doit accompagner toutes les factures pour lesquelles la fluctuation du taux de change est supérieure à 2% (augmentation ou diminution), (c. -à-d.  $\text{abs}[(i_1 - i_0) / i_0] > .02$ ), à moins d'indication contraire dans le contrat.