



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

Government of Canada Building  
101 - 22nd Street East, Suite 110

Saskatoon  
Saskatchewan  
S7K 0E1

Bid Fax: (306) 975-5397

**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**

Public Works and Government Services Canada/Travaux  
publics et Services gouvernementaux Canada  
Harry Hays Building (HHB)  
Room 759, 220-4th Avenue SE  
Calgary  
Alberta  
T2G 4X3

<b>Title - Sujet</b> Wildland Fire Suppression Equipment	
<b>Solicitation No. - N° de l'invitation</b> 5P420-190463/C	<b>Date</b> 2020-02-21
<b>Client Reference No. - N° de référence du client</b> 5P420-190463	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$CAL-140-7034
<b>File No. - N° de dossier</b> CAL-9-42101 (140)	<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 2020-03-10</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Saboungi, Rana	<b>Buyer Id - Id de l'acheteur</b> cal140
<b>Telephone No. - N° de téléphone</b> (403)680-8394 ( )	<b>FAX No. - N° de FAX</b> (306)975-5397
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See herein	
<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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

This request for standing offers (RFSO) cancels and supersedes previous RFSO number 5P420-190463/A dated 2020-01-03 with a closing of 2020-02-18 at 14:00 CST.

**This RFSO is posted concurrently with 5P420-190463/D which is set-aside for Aboriginal businesses.**

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5P420-190463/C  
Client Ref. No. - N° de réf. du client  
5P420-190463

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-9-42101

Buyer ID - Id de l'acheteur  
ca1140  
CCC No./N° CCC - FMS No./N° VME

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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 and
- 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 the Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### 1.2 Summary

- 1.2.1 This National Individual Standing Offer (NISO) is for the supply, delivery and off-loading of specialized wildland fire management equipment listed in Annex "A" as required by Parks Canada Agency (PCA). To maintain national standards for water delivery systems all hardware must be interchangeable with existing equipment. The Waterax components and estimated quantities are listed in Annex "B" – Basis of Payment. No substitutes will be accepted. The period of the Standing Offer is from date of issuance to March 31, 2023.

**NOTE:** This requirement 5P420-190463/C is posted concurrently with 5P420-190463/D which is set aside for Aboriginal businesses. The Basis of Selection will be lowest priced offer meeting all mandatories, but in the case of duplicate lowest offer amounts the Aboriginal set-aside 5P420-190463/D will take priority.

- 1.2.2 The Request for Standing Offers (RFSO) is to establish National Individual Standing Offer for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

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

### 1.3 Debriefings

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

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

[B4024T](#) (2018-12-30), No Substitute Products

## 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Bid Receiving Public Works and Government Services Canada  
Government of Canada Building  
101 – 22<sup>nd</sup> Street East, Suite 110  
Saskatoon, Saskatchewan S7K 0E1

[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@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 Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

Facsimile number: (306) 975-5397

## 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than sept (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 Alberta.

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.

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## 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

- 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 (one (1) hard copy)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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

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

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

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

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

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

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

#### Section I: Technical Offer

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

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

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

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

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

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

### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

- (a) Offeror must be able to perform the full scope of the work described in the Annex A, "Requirement".
- (b) Offeror must complete the certification in Annex A, "Requirement".

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause [M0222T](#) (2016-01-28), Evaluation of Price-Canadian/Foreign Bidders

The total Evaluated Offer will be established using the following calculation:

1. For table 1, the firm unit price for each line will be multiplied by its yearly estimated quantity to arrive at the extended price.
2. For table 1, the extended price for each line item will be summed to arrive at the total Evaluated Offer.

## 4.2 Basis of Selection

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

### 4.2.2 Aboriginal set-aside priority

The Basis of Selection will be lowest priced offer meeting all mandatories, but in the case of duplicate lowest offer amounts the Aboriginal set-aside 5P420-190463/D will take priority.

## 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.

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## 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

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

The quarterly reporting periods are defined as follows:

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

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File No. - N° du dossier  
CAL-9-42101

Buyer ID - Id de l'acheteur  
ca1140  
CCC No./N° CCC - FMS No./N° VME

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

## **6.4 Term of Standing Offer**

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

The period for making call-ups against the Standing Offer is from date of issuance to March 31, 2023.

### **6.4.2 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Rana Saboungi  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 759, 220 4<sup>th</sup> Ave SE  
Calgary, AB  
T2G 4X3  
Telephone: 403-680-8394  
Facsimile: 306-975-5397  
E-mail address: [rana.saboungi@pwgsc-tpsgc.gc.ca](mailto:rana.saboungi@pwgsc-tpsgc.gc.ca)

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

## 6.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project 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.

## 6.5.3 Offeror's Representative

(to be completed by Offeror)

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

## 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Parks Canada Agency.

## 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.

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## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

## 6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$to be determined** (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

## 6.11 Certifications and Additional Information

### 6.11.1 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.

## 6.12 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 Alberta.

## 6.13 Transition to an e-Procurement Solution (EPS)

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

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

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

The Contractor must provide the items 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.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

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

### **6.4 Payment**

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

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

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

#### **6.4.2 Single Payment**

[H1000C](#) (2008-05-12), Single Payment

#### **6.4.3 SACC Manual Clauses**

[C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

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

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

#### **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. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **6.6 Insurance**

*SACC Manual* clause [G1005C](#) (2016-01-28), Insurance – No Specific Requirement

#### **6.7 SACC Manual Clauses**

[A9068C](#) (2010-01-11), Government Site Regulations  
[B7500C](#) (2006-06-16), Excess Goods

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

The Project 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.

**ANNEX "A"**

**REQUIREMENT**

This National Individual Standing Offer (NISO) is for the supply, delivery and off-loading of specialized wildland fire management equipment listed below as required by Parks Canada Agency (PCA). To maintain national standards for water delivery systems all hardware must be interchangeable with existing equipment. The Waterax components and estimated quantities are listed in Annex "B" – Basis of Payment. No substitutes will be accepted. The period of the Standing Offer is from date of issuance to March 31, 2023 .

Delivery locations will be determined with each call-up request. All applicable delivery charges will be assessed at cost and be paid by the requesting park outside of this standing offer.

Item	Stock #	Item #
Mark 3 pump	MK3-TQS	100102
Mini Striker pump	Mini-striker	100053
Floto pump	WAT-81995	
Hose 1.5" x 100' WX-187-IWP Type I weeping inst alum		400498
Hose 1.5 x 100' WX-187-II Type II Inst Alum		400499
Hose Guard n'flo 3/4 x 50 GHT BR		400428
Siamese 1.5" gated	SA-210	300495
3 way valve, plastic	SCO-4050MI	300934
Hose strangler	B-5420P	250140
Foot valve	B-5258	250140
Suction hose, Draftex	F3265E25F10RAXXS*Hose 1.5 x 10 Draftex NPSH Alum	400098
Back-check valve	A-6935	250134
Hose wrench	B-2066	250124
Nozzle, Spray/Stream	UNI-1575-MI	250150
Nozzle, multi aperture	A-6877 or PAM-FBN	301004
Nozzle, Combi Tips-Jet stream	UNI-1550-MI	250114
Nozzle, variable flow, 5/8"	FA-407	301034
1.5" Waterthief and 3/4" shut off	SCO-4040SO	300974
Reducer, Tandem coupler	A-6888	250170
Quick connect, 1.5" to 3/4" Female	FA-28	250190
Quick connect, 1.5" to 5/8" Male		250180
Quick connect, 1.5" to pipe thread, Female		250183
Quick connect, 1.5" to pipe thread, Male	FA-3	250181
Quick connect, 1.5" end cap	FA-13	600447
Drip torch	15-001	500031
Neoprene Back Pack Unit	HPO-2	250272

FA-452 Marine Fuel Tank 6.6 gal		800863
FA-552Q Fuel Air Transport Tank with quick connect	FA-552Q	600429
Fuel Line sub-assembly		600064
12-401B-NSC Complete Fuel Line, Standard style		600605
Poly Backpack w/brass Pump	Ot-4NX	250221
Mark3 Plastic Backboard	C-7404	250117
Mark-3 - Watson edition		100137
Watertheif 1.5 instant		600670
Gated wye 1.5 inst	WFE-2452525 QT	300495
Mark3 tool kit	R-900	250158
1.5" Hose Mender sleeve-stainless steel	MK-152A	250167
Pumper Hose bag	BGHOPM	500150
DIX-500GHY-GSA 3/4" GHT Brass Gated WYE		301689
Nozzle Variable Flow 3/4" FEM GHT Brass		301034
Repair kit for drip torch	KCR 100-60	701520
Nozzle for drip torch	KCR 100-401	701519
Lock Ring for Drip torch	KCR 100-23	701518
Breather Valve Assembly for drip torch	KCR 100-35	701372
Replacement igniter for drip torch	KCR 100-402	700839
Igniter nozzle assembly for drip torch	KCR 100-40	701371
Truck Mount bracket for drip torch	KCR 100-50	700825
Tank cover for drip torch	KCR 100-04	500605
Spout with fuel trap for drip torch	KCR 100-11	700828
Sprinkler Kit with inst water theif & 3/4" x 25	B-6545K	250129
3/4" GHT adjustable nozzle		300481
Mini Basin 32"x32"x4" 22oz vinyl red		300393

**Certification:**

The Offeror certifies that they will provide the Waterax components listed as per Annex "A"- Requirement. The Offeror understands that no substitutes will be accepted.

\_\_\_\_\_  
 Print name of authorized individual & sign above

\_\_\_\_\_  
 Date

**ANNEX "B"**

**BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified below. Applicable taxes will be added as a separate line item to any invoice issued as a result of the contract.

Estimated Quantities are for evaluation purposes only and **do not** form any part of the resulting standing offer.

Pricing must be provided for a **minimum of ninety percent (90%)** of all line items on the list in Annex B - Basis of Payment and **must be maintained throughout the duration of the Standing Offer.**

**TABLE 1 – Initial period – date of issuance to March 31, 2023**

Item	Stock #	Item #	Estimated Quantities (A)	Firm Unit Price (B)	Extended Price (C)=A*B
Mark 3 pump	MK3-TQS	100102	3	\$	\$
Mini Striker pump	Mini-striker	100053	2	\$	\$
Floto pump	WAT-81995		2	\$	\$
Hose 1.5" x 100' WX-187-IWP Type I weeping inst alum		400498	18	\$	\$
Hose 1.5 x 100' WX-187-II Type II Inst Alum		400499	18	\$	\$
Hose Guardn'flo 3/4 x 50 GHT BR		400428	18	\$	\$
Siamese 1.5" gated	SA-210	300495	3	\$	\$
3 way valve, plastic	SCO-4050MI	300934	3	\$	\$
Hose strangler	B-5420P	250140	6	\$	\$
Foot valve	B-5258	250140	3	\$	\$
Suction hose, Draftex	F3265E25F1 0RAXXS*Hose 1.5 x 10 Draftex NPSH Alum	400098	3	\$	\$
Back-check valve	A-6935	250134	3	\$	\$
Hose wrench	B-2066	250124	3	\$	\$
Nozzle, Spray/Stream	UNI-1575-MI	250150	3	\$	\$
Nozzle, multi aperture	A-6877 or PAM-FBN	301004	3	\$	\$
Nozzle, Combi Tips-Jet stream	UNI-1550-MI	250114	3	\$	\$
Nozzle, variable flow, 5/8"	FA-407	301034	3	\$	\$
1.5" Waterthief and 3/4" shut off	SCO-4040SO	300974	3	\$	\$
Reducer, Tandem coupler	A-6888	250170	3	\$	\$
Quick connect, 1.5" to 3/4" Female	FA-28	250190	3	\$	\$

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 File No. - N° du dossier  
 CAL-9-42101

Buyer ID - Id de l'acheteur  
 ca1140  
 CCC No./N° CCC - FMS No./N° VME

Item	Stock #	Item #	Estimated Quantities (A)	Firm Unit Price (B)	Extended Price (C)=A*B
Quick connect, 1.5" to 5/8" Male		250180	3	\$	\$
Quick connect, 1.5" to pipe thread, Female		250183	3	\$	\$
Quick connect, 1.5" to pipe thread, Male	FA-3	250181	3	\$	\$
Quick connect, 1.5" end cap	FA-13	600447	3	\$	\$
Drip torch	15-001	500031	6	\$	\$
Neoprene Back Pack Unit	HPO-2	250272	6	\$	\$
FA-452 Marine Fuel Tank 6.6 gal		800863	6	\$	\$
FA-552Q Fuel Air Transport Tank with quick connect	FA-552Q	600429	6	\$	\$
Fuel Line sub-assembly		600064	6	\$	\$
12-401B-NSC Complete Fuel Line, Standard style		600605	6	\$	\$
Poly Backpack w/brass Pump	Ot-4NX	250221	6	\$	\$
Mark3 Plastic Backboard	C-7404	250117	3	\$	\$
Mark-3 - Watson edition		100137	1	\$	\$
Watertheif 1.5 instant		600670	6	\$	\$
Gated wye 1.5 inst	WFE-2452525 QT	300495	6	\$	\$
Mark3 tool kit	R-900	250158	3	\$	\$
1.5" Hose Mender sleeve-stainless steel	MK-152A	250167	18	\$	\$
Pumper Hose bag	BGHOPM	500150	3	\$	\$
DIX-500GHY-GSA 3/4" GHT Brass Gated WYE		301689	3	\$	\$
Nozzle Variable Flow 3/4" FEM GHT Brass		301034	3	\$	\$
Repair kit for drip torch	KCR 100-60	701520	3	\$	\$
Nozzle for drip torch	KCR 100-401	701519	3	\$	\$
Lock Ring for Drip torch	KCR 100-23	701518	3	\$	\$
Breather Valve Assembly for drip torch	KCR 100-35	701372	3	\$	\$
Replacement igniter for drip torch	KCR 100-402	700839	3	\$	\$
Igniter nozzle assembly for drip torch	KCR 100-40	701371	3	\$	\$
Truck Mount bracket for drip torch	KCR 100-50	700825	3	\$	\$
Tank cover for drip torch	KCR 100-04	500605	3	\$	\$
Spout with fuel trap for drip torch	KCR 100-11	700828	3	\$	\$
Sprinkler Kit with inst water theif & 3/4" x 25	B-6545K	250129	1	\$	\$

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CAL-9-42101

Buyer ID - Id de l'acheteur  
ca1140  
CCC No./N° CCC - FMS No./N° VME

<b>Item</b>	<b>Stock #</b>	<b>Item #</b>	<b>Estimated Quantities (A)</b>	<b>Firm Unit Price (B)</b>	<b>Extended Price (C)=A*B</b>
3/4" GHT adjustable nozzle		300481	3	\$	\$
Mini Basin 32"x32"x4" 22oz vinyl red		300393	1	\$	\$

Solicitation No. - N° de l'invitation  
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ca1140  
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**ANNEX "C"**

**STANDING OFFER USAGE REPORT**

Public Works and Government Services Canada  
Facsimile: (306) 975-5397

Email: [TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca)

**Quarterly Usage Report Schedule:**

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

SUPPLIER:  
STANDING OFFER NO: 5P420-190463

FEDERAL DEPARTMENT OR AGENCY: Parks Canada Agency

REPORTING PERIOD: \_\_\_\_\_

Item No.	Call-Up/contract No. Description	Value of the Call- Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

**NIL REPORT:** We have not done any business with the federal government for this period [       ]

PREPARED BY:

NAME:  
TELEPHONE NO.:  
SIGNATURE:

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File No. - N° du dossier  
CAL-9-42101

Buyer ID - Id de l'acheteur  
ca1140  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "D" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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