

RETURN BIDS TO:
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Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division

LEFTD - HS Division

140, O'Connor Street/

140, rue O'Connor,

East Tower, 4th Floor/

Tour Est, 4e étage

Ottawa

Ontario

K1A 0S5

Title - Sujet NMSO FOR PACKAGING MATERIALS	
Solicitation No. - N° de l'invitation E60HS-20PACK/A	Date 2020-11-17
Client Reference No. - N° de référence du client E60HS-20PACK	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HS-651-79319
File No. - N° de dossier hs651.E60HS-20PACK	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2020-12-29 Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Vallejo, Veronica	Buyer Id - Id de l'acheteur hs651
Telephone No. - N° de téléphone (613)297-3978 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Request for Standing Offers (RFSO)/Canadian Collaborative Procurement Initiative (CCPI)
For Authorized Users (Federal Identified Users and Provincial/Territorial Identified Users)

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Definitions

In this Request for Standing Offers, unless the context otherwise requires:

“Authorized User”

Means to a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and

Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

PART 1 - GENERAL INFORMATION

Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

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:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include Annex A – Purchase Description for Packaging Materials, Annex B – Pricing, Annex C – Delivery, Annex D – Call-up against a Standing Offer for Provincial/Territorial Identified User, Annex E – General Conditions 2009 Standing Offers – Goods or Services – Authorized Users, Annex F - General Conditions 2015A – General Conditions – Goods – Authorized Users (Medium Complexity), and Annex G – Electronic Payment Instruments.

1.2 Summary

1.2.1 Requirement

This requirement is to establish up to three (3) National Master Standing Offers (NMSO) for the supply of packaging materials, steel cans, steel drums and collapsible skip box containers to Authorized Users as follows:

- One (1) NMSO for Category 1 in accordance with Annexes A, B, C, and their appendices;
- One (1) NMSO for Category 2 in accordance with Annexes A, B, C, and their appendices;
- One (1) NMSO for Category 3 in accordance with Annexes A, B, C, and their appendices.

Offerors do not have to submit an offer for all categories. However, Offerors submitting an offer for a category must submit an offer for all items of that category.

This requirement is for an initial period of two (2) years from the effective date of the Standing Offer, with an option to extend the offer by one (1) additional period of one (1) year.

Only Authorized Users will be authorized to issue call-ups against the NMSO. The following are Authorized Users:

- a. Any Federal Government Department, agency or Crown corporation as specified in Part 6A, section 6.6.1 Federal Identified Users.
- b. Certain Canadian Provinces and Territories including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH). Below is a list of provinces, territories and MASH entities who have shown interest in making call-ups against the Standing Offer:
 - Province of Ontario including the following Optional Users:
 - City of Toronto
 - Catholic District School Board of Eastern Ontario
 - Northumberland County
 - Town of Huntsville
 - Carleton University
 - Province of Nova Scotia including the following Optional Users:
 - IWK Health Centre
 - Annapolis Valley Regional Centre for Education
 - Conseil scolaire acadien provincial
 - Municipality of Shelburn
 - Municipality of the District of Chester
 - Town of Truro
 - Province of Alberta including the following Optional User:
 - City of Edmonton
 - Province of Manitoba including the Vehicle and Equipment Maintenance Agency and Manitoba Liquor and Lotteries as well as the following Optional Users:
 - Rural Municipality of Mountain
 - University of Manitoba

1.2.2 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA).

1.2.3 Comprehensive Land Claims Agreements

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

This procurement is subject to the Gwich'in Comprehensive Land Claim Agreement, Sahtu Dene and Metis Comprehensive Land Claim Agreement, Tlicho Land Claims and Self Government Agreement, Inuvialuit Final Agreement, Vuntut Gwich'in First Nation, First Nation of Nacho Nyak Dun, Teslin Tlingit Council, Champagne and Aishihik First Nations, Little Salmon/Carmacks First Nation, Selkirk First Nation, Tr'ondëk Hwëch'in First Nation, Ta'an Kwach'an Council, Kluane First Nation, Kwanlin Dun First Nation, Carcross/Tagish First Nation, Maa-nulth Final Agreement, Nisga'a Final Agreement, Tsawwassen First Nation Final Agreement, James Bay and Northern Quebec Agreement, Northeastern Quebec Agreement, Nunavik Inuit Land Claims Agreement, Eeyou Marine Region Land Claims Agreement, Labrador Inuit Land Claims Agreement. Any requirement for deliveries to locations within the Nunavut Land Claims Agreement will have to be treated as a separate procurement, outside of the resulting standing offers.

1.2.4 epost Connect service

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.

1.2.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

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 Offer

By submitting an Offer, the Offeror offers to provide and deliver the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

1.5 Disclosure of information – Optional Users

The following definitions apply to this provision only:

“Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as "Deliverables."

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred to hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

1.6 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 (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 03 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

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

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.

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

2.3 Improvement of Requirement during Solicitation Period

Offerors considering that the Purchase Description contained in the RFSO could be improved technically or technologically are invited to make suggestions, in writing, to the Standing Offer Authority named in the RFSO. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least seven (7) calendar days before the RFSO closing date and time. Canada will have the right to accept or reject any or all suggestions.

2.4 Enquiries - Request for Standing Offers

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

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

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

Section I: Technical Offer (2 hard copies and 1 soft copy on medium such as CD, DVD or USB key)

Section II: Financial Offer (1 hard copy and 1 soft copy on medium such as CD, DVD or USB key)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

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

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

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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.

Offerors do not have to submit an offer for all categories. However, Offerors submitting an offer for a category must submit an offer for all items of that category.

3.1.1 Equivalent Products

1. Products that are equivalent in form, fit, function, quality and performance to the item(s) specified in the RFSO will be considered where the Offeror:

- (a) designates the brand name and model and/or part number and NSCM/CAGE of the substitute
- 2. Products offered as equivalent in form, fit, function, quality and performance will not be considered if:
 - (a) the offer fails to provide all the information requested to allow the Standing Offer Authority to fully evaluate the equivalency of each substitute product; or
 - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the RFSO for that item.

3. In conducting its evaluation of the offers, Canada may, but will have no obligation to, request offerors offering a substitute product to 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 offer solicitation, at the sole cost of offerors, within three (3) business days (or other delay specified herein) of the request. If the offeror fails to provide the requested information within the specified delay, Canada may declare the offer non-responsive.

3.1.2 Substitute Products - Replaced Part Numbers from the OEM

1. Products that are a replaced part number (superseded or obsolete) from the OEM must be equivalent in form, fit, function, quality and performance to the original item(s) specified in the RFSO and will be considered where the offeror provides upon request of the Standing Offer Authority:

- a) proof by submitting a copy of a Certificate of Conformity from the Original Equipment Manufacturer (OEM) providing justification/explanation that the part numbers are a replacement of the OEM parts specified herein and are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or
- b) all required technical information (as detailed in Part 3, Section I, 3.1.1 Equivalent Product) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

2. In conducting its evaluation of the offers, Canada may, but will have no obligation to, request offerors offering a substitute product demonstrate that the substitute product is equivalent to the item specified in the offer solicitation, at the sole cost of offerors, within three (3) business days (or other delay specified herein) of the request. If the offeror fails to provide the requested information within the specified delay, Canada may declare the offer non-responsive.

3.1.3 Samples

The Offeror must, upon request from the Standing Offer Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within 14 calendar days from the date of request. The sample submitted by the Offeror will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the offer solicitation or the Offeror fails to comply with the request of the Standing Offer Authority, the offer will be declared non-responsive.

Section II: Financial Offer

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

3.1.4 Electronic Payment of Invoices – Offer

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

If Annex G - 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.

3.1.5 Exchange Rate Fluctuation Risk Mitigation

1. The Offeror may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Offeror claims for an exchange rate gen, this request must be clearly indicated in the Offer at time of offering. The Offeror must submit form PWGSC-TPSGC 450 Claim for Exchange Rate Adjustments (<https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) with its offer, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or de-crease).
4. At time of offering, the Offeror must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate fluctuation provision. Where offers are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Offeror will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

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

Section IV: Additional Information

Canada requests that Offerors submit the following information:

3.1.6 Routine Delivery

Offerors should submit the completed Annex C - Delivery with their offer.

3.1.7 Urgent Delivery

Offerors should submit the completed Annex C - Delivery with their offer.

3.1.8 Offerors Representatives

Canada requests that Offerors provide information for the contact person responsible for:

General enquiries

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

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

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from an Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the offer solicitation closing in circumstances where the offer solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after offer solicitation closing in circumstances where the offer solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to

Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Offer

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

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

4.1.1.3 (2018-03-13) Phase II: Technical Offer

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

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

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Offer

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

4.1.2 (2017-07-31) Technical Evaluation

4.1.2.1 (2017-07-31) Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.1.2.1.1 Part Number and NSCM/CAGE

Offerors must indicate, in Appendix B3, the Part Numbers and the NSCM/CAGEs they are offering.

4.1.2.1.2 Equivalent Products and Substitute Products

Offerors proposing an Equivalent Product or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCM/CAGE they are offering.

4.1.2.1.3 Mandatory Technical Criteria – Category 1

Offerors submitting an offer for Category 1 must demonstrate their compliance with all mandatory technical evaluation criteria detailed in Appendix A6 – Mandatory Technical Criteria, by providing substantial information, including any additional information requested in Appendix A6, describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the RFSO is not sufficient.

4.1.2.1.4 Mandatory Technical Criteria – Category 2

Offerors submitting an offer for Category 2 must demonstrate their compliance with all mandatory technical evaluation criteria detailed in Appendix A6 – Mandatory Technical Criteria, by providing substantial information, including any additional information requested in Appendix A6, describing

completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the RFSO is not sufficient.

4.1.2.1.5 Mandatory Technical Criteria – Category 3

Offerors submitting an offer for Category 3 must demonstrate their compliance with all mandatory technical evaluation criteria detailed in Appendix A6 – Mandatory Technical Criteria, by providing substantial information, including any additional information requested in Appendix A6, describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the RFSO is not sufficient.

4.1.2.2 Point Rated Technical Criteria

Offerors must demonstrate and provide all supporting documents to support each technical evaluation criteria detailed in Appendix A7 - Point Rated Technical Criteria for all the categories for which they are submitting an offer.

4.1.3 Financial Evaluation

Offerors must provide with their offers all financial information requested in the RFSO at Annex B – Pricing, and in accordance with the Basis of Payment.

4.1.3.1 Mandatory Financial Evaluation Criteria

The prices offered must be in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and, Applicable Taxes extra.

Offerors must fully complete and submit their prices on the Excel spreadsheet, Annex B - Pricing, included in the Request for Standing Offer package. Offerors must provide one (1) hard copy and one (1) soft copy as per section 3.1 Offer Preparation Instructions.

4.1.3.2 Mandatory Financial Evaluation Criteria for Routine delivery

Offerors must submit firm unit prices for all items, all regions for the initial period, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties, Excise Taxes included where applicable and, Applicable Taxes extra.

Offerors must submit the firm percentage increase for the initial period year 2, and for the extended period, which will be applied to the firm unit prices of the previous period.

4.1.3.3 Mandatory Financial Evaluation Criteria for urgent delivery

Offerors must submit one (1) firm markup (percentage) for the initial period and the extended period, which will be applied to the corresponding firm unit prices offered for the Routine Delivery for the items listed in appendix B1, section 3.

4.1.3.4 Evaluated Price

The evaluation of the price will be per category in accordance with Annex B – Pricing.

4.2 Basis of Selection

1. To be declared responsive, an offer must:

- (a) comply with all the requirements of the Request for Standing Offers; and
- (b) meet all mandatory technical evaluation criteria.

There is no minimum required for points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 20 points.

2. Offers not meeting (a) and (b) will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 10% for the technical merit and 90% for the price.

4. To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 10%.

5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 90%.

6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of technical merit and price per category will be recommended for issuance of a Standing Offer.

A maximum of three (3) responsive offers will be recommended for issuance of a Standing Offer.

4.2.1 Basis of Selection (example of calculation)

The table below illustrates an example where all three offers are responsive and the selection of the offeror is determined by a 10/90 ratio of technical merit and price, respectively. The total available points per category equals 20 and the lowest evaluated price is \$45,000.

Basis of Selection - Highest Combined Rating Technical Merit (10%) and Price (90%)				
		Offeror 1	Offeror 2	Offeror 3
Overall Technical Score		18/20	10/20	5/20
Bid Evaluated Price		55,000	50,000	45,000
Calculations	Technical Merit Score	$18/20 \times 10 = 9$	$10/20 \times 10 = 5$	$5/20 \times 10 = 2.5$
	Pricing Score	$45/55 \times 90 = 73.636$	$45/50 \times 90 = 81.000$	$45/45 \times 90 = 90.000$
Combined Rating		82.636	86	92.5
Overall Rating		3rd	2nd	1st

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Equivalent Products and Substitute Products Conformance Certification

The Offeror certifies that all Equivalent Products and Substitute Products proposed conform to the requirement detailed under Annex A – Purchase Description for Packaging Materials.

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

Offeror's authorized representative Signature

Date

5.2.3.2 General Environmental Criteria Certification

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

1. The Offeror certifies that the Offeror is registered or meets ISO 14001.

Offeror's authorized representative Signature

Date

Or

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

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

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

Offeror's authorized representative signature

Date

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Definitions and Interpretation

a) Definitions: In this Standing Offer, a capitalized term shall have the meaning attributed to that term in General Conditions *2009 Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex E or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

b) Other Interpretative Provisions, unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

Key Terms

Definitions

In this Standing Offer, unless the context otherwise requires,

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

“General Information”

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the following Annexes:

Annex A – Purchase Description for Packaging Materials;

Annex B – Pricing;

Annex C – Delivery.

The Offeror must supply packaging materials, steel cans, steel drums and collapsible skip box containers to departments and agencies of the Government of Canada and Provincial/Territorial Identified Users across the country, including to locations within Comprehensive Land Claims Agreements (CLCA), on an as-and-when requested basis. Any requirement for deliveries to locations within the Nunavut Land Claims Agreement will have to be treated as a separate procurement, outside of the standing offer.

6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2009 (2018-07-16), General Conditions: Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

The following section(s) from General Conditions 2009 apply to Federal Identified Users only:

Section 11 – Integrity Provisions

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 electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. 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

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

- 1a. Standing offer number;
- 1b. Standing offer title;
- 1c. Authorized users
- 1d. Call-up number
- 1e. Invoice date and number
- 1f. Region of delivery
- 1g. Reporting period (quarter and per fiscal year);
- 1h. Total number of orders and associated value (applicable taxes included) for the reporting period (quarter);
- 1i. Total number of orders and associated value (applicable taxes included) (per fiscal year);
- 1j. Total number of orders and associated value (applicable taxes included) (for the duration of the Standing Offer);
- 1k. Total number of urgent orders and associated value (applicable taxes included) for the reporting period (quarter);
- 1l. Total number of urgent orders and associated value (applicable taxes included) (per fiscal year);
- 1m. Total number of urgent orders and associated value (applicable taxes included) (for the duration of the Standing Offer);
- 2a. Item number;
- 2b. Total number of Items ordered (per quarter and per fiscal year);
- 2c. Total number of Items ordered (per region of delivery);

2d. Total number of Items ordered (per authorized user).

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

Also required are separate reports which include all the call-ups from all Provincial/Territorial Identified User including the MASH sector.

6.3.3 Standing Offers - Final Report

On completion or termination of the National Master Standing Offer (NMSO), the offeror must produce a detailed final report with all cumulative data of the call-ups. Data must also include all purchases paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically to the Standing Offer Authority, no later than thirty (30) calendar days after the end of the completion or the set-aside of the Standing Offer.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

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

6.4.2 Extension of Standing Offer

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

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 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, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

This procurement is subject to the Gwich'in Comprehensive Land Claim Agreement, Sahtu Dene and Metis Comprehensive Land Claim Agreement, Tlicho Land Claims and Self Government Agreement, Inuvialuit Final Agreement, Vuntut Gwich'in First Nation, First Nation of Nacho Nyak Dun, Teslin Tlingit Council, Champagne and Aishihik First Nations, Little Salmon/Carmacks First Nation, Selkirk First Nation, Tr'ondëk Hwëch'in First Nation, Ta'an Kwach'an Council, Kluane First Nation, Kwanlin Dun First Nation, Carcross/Tagish First Nation, Maa-nulth Final Agreement, Nisga'a Final Agreement, Tsawwassen First Nation Final Agreement, James Bay and Northern Quebec Agreement, Northeastern Quebec Agreement, Nunavik Inuit Land Claims Agreement, Eeyou Marine Region Land Claims Agreement, Labrador Inuit Land Claims Agreement. Any requirement for deliveries to locations within the Nunavut Land Claims Agreement 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: Veronica Vallejo
Title: Supply Specialist
Public Works and Government Services Canada

Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
Address: 140, O'Connor Street, East Tower, 4th Floor
Ottawa (Ontario) K1A 0S5
Telephone: 613 - 297-3978
E-mail address: Veronica.Vallejo@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

6.5.2 Contracting Authorities

If a call-up is issued by:

Federal Identified User:

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

Provincial/Territorial Identified User:

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

6.5.3 Technical Authority

The Technical Authority for the Standing Offer is:

(To be inserted by PWGSC)

National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

6.5.4 Offeror's Representative

General enquiries

Name: ***(to be inserted by PWGSC)***

Telephone No.:

Facsimile No.:

E-mail address:

Delivery follow-up

Name: ***(to be inserted by PWGSC)***

Telephone No.:

Facsimile No.:

E-mail address:

6.6 Authorized Users

6.6.1 Federal Identified Users

The Federal Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S.C., 1985, c. F-11.

6.6.2 Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

- Province of Ontario including the following Optional Users:
 - City of Toronto
 - Catholic District School Board of Eastern Ontario
 - Northumberland County
 - Town of Huntsville
 - Carleton University
- Province of Nova Scotia including the following Optional Users:
 - IWK Health Centre
 - Annapolis Valley Regional Centre for Education
 - Conseil scolaire acadien provincial
 - Municipality of Shelburne
 - Municipality of the District of Chester
 - Town of Truro
- Province of Alberta including the following Optional User:
 - City of Edmonton
- Province of Manitoba including the Vehicles and Equipment Maintenance Agency and Manitoba Liquor and Lotteries Crown corporations as well as the following Optional Users:
 - RM of Mountain
 - University of Manitoba

Disclosure of information – Optional Users

“Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred to hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

6.7 Call-up Procedures

A ranking methodology for multiple standing offers may be used, if applicable. Consult 4.10.20.5 of the Supply Manual to establish the appropriate ranking methodologies applicable to the requirement. Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

6.8 Call-up Instrument

6.8.1 Federal Identified User

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

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer 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)
3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation of the Federal Identified User's authority to enter in to a Contract;

-
- acceptance of the terms and conditions of the Standing Offer;
 - confirmation that funds are available under section 32 of the Financial Administration Act,
 - allows for collection of the data identified at Part 6A, section 6.3.2 – Standing Offer Reporting.

6.8.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) as per Annex D – Call-up against a Standing Offer for Provincial/Territorial Identified User. This form is available through the PWGSC Forms Catalogue Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer. These must be goods or services or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein.

6.9 Limitation of Call-ups

6.9.1 Federal Identified User

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included). All individual call-ups against the Standing Offer exceeding \$40,000.00 (Applicable Taxes included) will be forwarded to the Standing Offer Authority for authorization.

6.9.2 Provincial/Territorial Identified User

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list below, 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 to the extent necessary to resolve such discrepancy.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2009 (2018-07-16), General Conditions: Standing Offers – Goods or Services – Authorized Users;
- d) the general conditions 2015A (2020-05-28), General conditions: Goods (Medium Complexity);
- e) Annex A – Purchase Description for Packaging Materials and its appendices;
- f) Annex B – Pricing and its appendices;
- g) Annex C – Delivery;
- h) the Offeror's offer dated **(to be inserted by PWGSC)**, or, as amended **(to be inserted by PWGSC)**.

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 Ontario.

6.13 Meeting after Issuance of Standing Offer

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

6.14 Progress Meetings

Progress meetings will take place on an as-and-when required basis. The Offeror must prepare and distribute the agenda and minutes of the meeting. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Offeror, the Department of National Defence, Public Works and Government Services Canada and other federal government departments as required.

6.15 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.

Definitions and Interpretation

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, appended hereto as Annex F or, if not defined therein, and such term is defined in the Standing Offer or in any

document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2015A (2020-05-28), General Conditions: Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

The following sections of 2015A apply to Federal Identified Users only:

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

Section 16 Interest on Overdue Accounts, of General Conditions 2015A (2020-05-28) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date for Routine Delivery

Delivery must be made in accordance with Annex C - Delivery.

6.3.2 Delivery Date for Urgent Delivery

Delivery for urgent request must be made within seven (7) calendar days from receipt of a call-up against the Standing Offer. The items and maximum quantities per call-up subject to urgent deliveries are detailed in Annex C - Delivery.

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 firm unit prices as specified in Annex B - Pricing, for all items, all regions, the initial period and the extended period, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian customs duties and excise taxes where applicable and, Applicable Taxes extra.

6.4.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price.

6.4.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments.

6.4.4 Exchange Rate Fluctuation Adjustment

SACC Manual clause C3015C (2017-08-17) Exchange Rate Fluctuation Adjustment.

6.4.5 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only).

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.

Each invoice must be supported by:

(a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

2. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Identified User, thereby reducing printed material.

3. Invoices must be distributed as follows:

(a) the original and one (1) copy must be forwarded or emailed to the consignee, or as indicated on the call-up against the Standing Offer, for certification and payment.

6.6 Insurance Requirements

SACC Manual clause G1005C (2016-01-28), Insurance – No Specific Requirement.

6.7 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9006C	Defense Contract (DND only)	2012-07-16
B4042C	Identification Markings (DND only)	2008-05-12
C2800C	Priority Rating (DND only)	2013-01-28
C2801C	Priority Rating – Canadian-based Contractors (DND only)	2017-08-17
D2000C	Marking	2007-11-30

D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2017-08-17
D5545C	ISO 9001:2015 - Quality Management Systems - Requirements (QAC C) (DND only)	2019-05-30
D6010C	Palletization (DND only)	2007-11-30

6.7.1 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

6.8 Standard Packaging

All items must be packaged in accordance with the Standard Pack (Minimum order) as detailed in Appendix A1.

6.9 Shipping Instructions

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid at destination. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

The Contractor must deliver the goods to the delivery locations by appointment only. The consignee may refuse shipments when prior arrangements have not been made. The delivery location's complete address will be specified in the call-up against the Standing Offer.

6.10 Regions of Delivery

Delivery locations are defined as follows:

Atlantic Region

The entire provinces of New Brunswick, Nova Scotia, Newfoundland and Prince Edward Island.

Eastern Region

The entire provinces of Quebec and Ontario.

Western Region

The entire provinces of Manitoba, Saskatchewan and Alberta.

Pacific Region

The entire province of British Columbia.

Northern Region

The entire territories of Yukon and Northwest Territories.

6.11 Canadian General Standards Board - Standards

A copy of the CAN/CGSB-43.22-2001, CAN/CGSB-43.24-M91, CAN/CGSB-43.28-92, CAN/CGSB-43.30-96, CAN/CGSB-43.34-94, CAN/CGSB-43.150-2020, CGSB 9-GP-5B, CGSB 43-GP-2MP, CGSB 43-GP-148M referred to in Annex A - Purchase Description for Packaging Materials is available and may be purchased from:

Canadian General Standards Board
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <https://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

6.12 United States Military Specifications and Standards

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defence Website, at the following address: <https://www.defense.gov/>

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX A - PURCHASE DESCRIPTION FOR PACKAGING MATERIALS

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Appendix A5	Specification N° 91 0004-03, NSN 8105-21-920-6524	

1.0 Scope

1.1 General

1.1.1 This Purchase Description (PD) covers the requirements for packaging materials for the Department of National Defence (DND) and other Identified users.

1.2 Acronyms and Abbreviations

ASTM	American Society Testing and Materials
BW	Basis Weight (of paper) in pounds per 500 sheets of 24 X 36 inch paper
CF	Canadian Forces
CGSB	Canadian General Standards Board
DND	Department of National Defence
ESD	Electrostatic Discharge
ECT	Edge Crush Test
ICC	International Compliance Centre
MIL-PRF	Military Performance Specification
NSN	North Atlantic Treaty Organization Stock Number
PCB	Polychlorinated Biphenyl
PD	Purchase Description
QPL	Qualified Product Listing
UN	United Nations

1.2.1 Acronyms and Abbreviations for Unit of Issue

BD	Bundle
BX	Box
CL	Coil
CS	Case
EA	Each
MX	Thousand
PAL	Pallet
PG	Package
RO	Roll
SH	Sheet
CO	Container
M	Meter

2.0 Applicable Documents

2.1 Applicability

2.1.1 The following documents form part of this PD to the extent specified herein.

2.2 Standards, Specifications and Drawings

IDENTIFYING NUMBER	DOCUMENT TITLE
A-A-203C	Paper, Unbleached Kraft, Wrapping
A-A-3129	Cushioning Material, Flexible Open Cell Plastic Film
A-A-3174	Low-Density, Polyethylene, Packaging Film
A-A-549	Cushioning Material, Packing (Flexible Closed Cell Plastic Film for Long Distribution Cycles)
A-A-550B	Bags and Sacks, Paper (Kraft), Grocery
A-A-59736	Boxes, Shipping, Reusable with Cushioning
ASTM D3953-15	Flat Steel Strapping
ASTM D4675-14A	Non-Metallic Strapping and Joining Methods
ASTM D4727M-17	Corrugated Fiberboard Products
ASTM D5749-17	Water Resistant, Filament Reinforced Gummed Paper Tape
CAN/CGSB-43.22-2001	Corrugated Fiberboard Products
CAN/CGSB-43.24-M91	Flat Steel Strapping
CAN/CGSB-43.28-92	Water Resistant, Filament Reinforced Gummed Paper Tape
CAN/CGSB-43.30-96	Low-Density, Polyethylene, Packaging Film
CAN/CGSB-43.34-94	Non-Metallic Strapping and Joining Methods
CAN/CGSB-43.150-2020	Performance Packaging for Transportation of Dangerous Goods
CGSB-9-GP-5B	Paper, Unbleached Kraft, Wrapping
CGSB-43-GP-2MP	Bags and Sacks, Paper (Kraft), Grocery
CGSB-43-GP-148M	Foil, Aluminum, Annealed
D-02-002-001/SG-001	Standard – Identification Marking of Canadian Military Property

IDENTIFYING NUMBER	DOCUMENT TITLE
D-84-001-010/SF-001	Specifications for Boxes, Shipping and Storage, Modified Slide Pack
MIL-PRF-121	Barrier Materials, Greaseproofed, Waterproofed, Flexible, Heat-Sealable
MIL-PRF-131	Barrier Materials, Watervaporproof, Greaseproof, Flexible, Heat-Sealable
MIL-PRF-26514	Polyurethane Foam, Rigid or Flexible, for Packaging
MIL-PRF-81705	Barrier Materials, Flexible, Electrostatic Protective, Heat-Sealable
PPP-C-795	Cushioning Material, Packing (Flexible Closed Cell Plastic Film for Long Distribution Cycles)
PPP-C-1120	Cushioning Material, Uncompressed Bound Fiber for Packaging
QQ-A-1876	Foil, Aluminum, Annealed

2.3 Notes

2.3.1 All dimensions are in inches unless otherwise indicated.

(1 mil = 0.001 inches)

2.3.2 All dimensions are inside dimensions unless otherwise indicated.

2.3.3 All packaging (or packaging materials) for the transportation of Dangerous Goods must be legibly marked with the required Department of Transport/UN code (approved) markings.

3.0 Requirements

3.1 General

3.1.1 All packaging materials must be delivered in accordance with Appendix A1.

4.0 Category 1

4.1 Shipping Sack

4.1.1 Bubble Mailer

Shipping Sack, flat bag style, water-resistant, 5 mm polyethylene plastic closed air cell

(bubble) liner, 30% recycled, minimum 1.4 mil plastic to be used to form top portion of bubble, bonded to 100% recycled kraft paper outer wall, minimum 90 g/m² for uncoated paper (or 80 g/m² for coated paper), opening one end (width).

Item #	NSN	Outside Dimensions		Size
		Width	Height	
1001	8105-00-117-9834	5.00	10.00	0
1002	8105-00-117-9869	8.50	12.00	2
1003	8105-00-027-4868	9.50	14.50	4
1004	8105-00-117-9879	10.50	16.00	5
1005	8105-00-117-9886	14.50	20.00	7

4.1.2 Macerated Paper Mailer

Shipping Sack, flat bag style, water-resistant, 100 g/m² kraft paper outer wall, 3 to 5 mm of macerated paper insulating material, 65 g/m² kraft paper inner wall, glued assembly, opening one end (width), tear strip opener on back.

Item #	NSN	Outside Dimensions	
		Width	Height
1006	8105-00-281-1436	10.50	16.00
1007	8105-21-845-2816	12.50	19.00
1008	8105-21-848-1294	14.50	20.00

4.2 Packing List Envelope

4.2.1 Polyethylene Packing List Envelope

Packing list envelope, flat bag style, clear polyethylene plastic, heat-seal assembly, pressure sensitive adhesive back, rear opening.

Item #	NSN	Inside dimensions to be from heat-seal to heat-seal		
		Width	Height	Thick (mil)
1009	8105-21-902-1051	9.00	5.50	1.70
1010	8105-21-900-3799	10.25	9.00	1.70

4.3 Fast Pack

4.3.1 Full Telescoping Encapsulated Pack

Shipping box, full telescope box style, single wall water-resistant corrugated fibreboard,

70% recycled, set-up assembly, detachable cover or flaps, convoluted polyurethane foam cushioning, printed (bilingual) "REUSABLE FAST PACK" "BOÎTE D'EMBALLAGE RAPIDE RÉUTILISABLE".

Reference: Spec A-A-59736

Item #	NSN	Length	Width	Depth
1011	8115-00-550-3574	25.00	14.00	14.00
1012	8115-01-015-1315	32.00	18.00	16.00
1013	8115-01-015-1314	34.00	24.00	18.00

4.3.2 Modified Triple Slide Folding Pack

Shipping box, modified triple slide box style, single wall water-resistant corrugated fibreboard, 70% recycled, 275 psi bursting strength, set-up assembly, sliding sleeve closure, 1.5 inch convoluted polyurethane foam cushioning bonded to inside surface of slide, printed (bilingual) "REUSABLE FAST PACK" "BOÎTE D'EMBALLAGE RAPIDE RÉUTILISABLE".

Reference: Spec A-A-59736

Item #	NSN	Length	Width	Depth
1014	8115-00-787-2142	6.00	5.00	2.50
1015	8115-00-101-7638	9.00	6.00	3.50
1016	8115-01-057-1244	10.00	10.00	3.50
1017	8115-00-787-2146	12.00	8.00	2.50
1018	8115-00-787-2148	12.00	8.00	3.50
1019	8115-01-057-1243	13.00	13.00	3.50
1020	8115-01-057-1245	16.00	16.00	3.50
1021	8115-01-019-4085	18.00	12.00	2.50

Shipping box, modified triple slide style box, single wall corrugated fibreboard, set-up assembly, 70% recycled, sliding sleeve closure, static dissipative polyethylene open or closed cell cushioning material bonded to inside surface of slide, printed (bilingual) "REUSABLE FAST PACK" "BOÎTE D'EMBALLAGE RAPIDE RÉUTILISABLE". Grade/psi 200, 42-26-42 or minimum ECT 32.

Reference: D-84-001-010 / SF-001- (ASTM D4727M-17 and withdrawn CAN/CGSB 43.22-2001)

Item #	NSN	Length	Width	Depth
1022	8115-21-894-4639	8.00	6.00	1.25
1023	8115-21-894-4640	12.00	8.00	1.25

1024	8115-21-894-4641	16.00	12.00	1.25
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4.3.3 Vertical Star Pack

Shipping box, regular slotted or double cover or modified double cover box style, single wall weather resistant corrugated fibreboard, 70% recycled, 400 psi bursting strength, set-up assembly, detachable cover or flaps, polyurethane foam cushioning with star shaped hole, printed (bilingual) "REUSABLE FAST PACK" "BOÎTE D'EMBALLAGE RAPIDE RÉUTILISABLE".

Reference: Spec A-A-59736

Item #	NSN	Box			Star Diameter	
		Length	Width	Depth	Inner	Outer
1025	8115-00-192-1603	6.00	6.00	10.00	1.50	4.50
1026	8115-00-134-3655	12.00	12.00	12.00	4.50	8.00
1027	8115-00-050-5237	12.00	12.00	18.00	4.50	8.00

4.4 Mailing Tube

4.4.1 Mailing Tube and Cap

Cardboard mailing tube, 70% recycled, open both ends, with covers (tubing must be suitable for cutting to shorter lengths).

Item #	NSN	Diameter	Length	Thick (inch)	Height	Colour
1028	8110-21-868-5437	2.00	72.00	0.125		
1029	5340-21-920-6608 _(cap)	2.03			0.413	White
1030	8110-21-921-4835	2.00	144.00	0.125		
1031	8110-21-868-5438	3.00	72.00	0.125		
1032	5340-21-920-6624 _(cap)	3.03			0.413	White
1033	8110-21-868-5439	4.00	72.00	0.156		
1034	5340-21-920-6628 _(cap)	4.05			0.413	White
1035	8110-21-921-4840	4.00	144.00	0.125		
1036	8110-21-868-5440	6.00	72.00	0.156		
1037	5340-21-920-6627 _(cap)	6.06			0.626	White

4.4.2 Mailing Tube with Cap

Tube mailing and filing, fiberboard, 70% recycled, open both ends; 12 ft. length by 6 in. inside diameter by 0.125 in. wall thickness, compatible with cover 3 in. length by 6.220 in. inside diameter by 0.0937 in. wall thickness.

Item #	NSN
1038	8110-21-921-4838

4.5 Friction Top Can

Steel can, round, round friction-top cover, tinned finish inside and out.

Item #	NSN	Diameter	Depth	Capacity	Cover (Diameter)
1039	8110-21-106-6284	4.25	5.25	1 quart	2.875
1040	8110-21-106-6282	7.00	8.00	1 gallon	6.500 with bail handle

4.6 Bags and Sacks – Paper

4.6.1 Paper Bag

Paper bag, self-opening/automatic bag style, single wall unbleached natural kraft paper, 70% recycled, adhesive assembly, opening one end (width).

Reference: A-A-550B (withdrawn CGSB 43-GP-2MP)

Item #	NSN	Width	Gusset	Height	BW	Size	Type
1041	8105-21-550-5105	6.38	4.25	13.25	50 lb.	10	1
1042	8105-21-550-5195	8.25	5.25	16.00	60 lb.	20	1
1043	8105-21-857-8485	12.00	7.00	19.75	100 lb	55/1/(1/4)	2

4.6.2 Paper Bag – Satchel Bottom

Paper bag, satchel bottom bag style, single wall unbleached natural kraft paper, 70% recycled, adhesive assembly, opening one end (width), for disposal of classified documents.

Item #	NSN	Width	Gusset	Height
1044	8105-21-857-8840	17.00	5.50	29.75

4.7 Bags and Tubing – Polyethylene

4.7.1 Polyethylene Bag – Interlocking Seal

Plastic bag, flat bag style, clear single wall polyethylene, heat-seal assembly, opening one end (width), re-sealable pressure tongue and groove plastic ridge self-seal closure.

Item #	NSN	Width	Height	Thick (mil)
1045	8105-21-900-0912	3	4	2
1046	8105-21-900-0913	4	6	2
1047	8105-21-900-0915	6	9	2
1048	8105-21-900-0916	8	10	2
1049	8105-21-900-0911	9	12	2

4.7.2 Polyethylene Bag

Plastic bag, flat bag style, clear single wall polyethylene, heat-seal assembly, opening one end (width).

Reference: A-A-3174 (withdrawn CAN/CGSB 43.30-96)

Item #	NSN	Width	Height	Thick (mil)
1050	8105-21-550-5695	3	5	4
1051	8105-21-802-4132	5	8	4
1052	8105-21-900-0902	10	13.5	4
1053	8105-21-900-0919	14	22	3
1054	8105-21-802-4134	15	18	4
1055	8105-21-900-0909	18	26	2
1056	8105-21-550-5692	21	31	4
1057	8105-21-894-2622	26	36	1.25
1058	8105-21-550-5698	26	56	4
1059	8105-21-894-4674	35	50	2

4.7.3 Polyethylene Bag – Waste Receptacle

Plastic bag, flat or square bag style, opaque single wall polyethylene, heat-seal assembly, opening one end (width).

Item #	NSN	Width	Gusset	Height	Thick (mil)	Colour
1060	8105-21-819-0820	15.00	9.00	36.00	4.0	Black or green
1061	8105-21-905-8617	17.00	16.00	52.00	3.0	Black
1062	8105-21-897-9173	20.00	19.00	44.00	3.0	Black or green
1063	8105-21-890-0808	22.00	N/A	22.00	1.2	White (with ties)

1064	8105-21-912-1939	35.00	N/A	50.00	1.2	Black or green
1065	8105-21-912-1940	26.00	N/A	36.00	1.0	Black or green
1066	8105-21-914-4366	30.00	N/A	38.00	1.2	Black or green
1067	8105-21-912-1941	35.00	N/A	50.00	2.0	Black or green

4.7.4 Polyethylene Tubing

Lay flat tubing, clear 4 mil polyethylene plastic, heat-sealable, 1700 psi machine direction and 1200 psi transverse direction tensile strength, 7.0 inch outer diameter of roll.

Reference: A-A-3174 (withdrawn CAN/CGSB 43.30-96)

Item #	NSN	Width	Length	Weight (per 300 feet)
1068	8135-21-804-2382	4	300 ft	3.85
1069	8135-21-804-2383	6	300 ft	5.75
1070	8135-21-868-6454	9	300 ft	8.65
1071	8135-21-801-4874	12	300 ft	11.65
1072	8135-21-109-6812	24	300 ft	23.00
1073	8135-21-806-9570	36	300 ft	34.50

4.8 Miscellaneous Bags and Boxes

4.8.1 Motion Sickness Bag

Paper bag, self-opening/automatic bag style, waterproof, bleached white kraft paper outer wall, 1.2 mil polyethylene plastic inner wall, top opening, lap-cover top closure, printed (bilingual) "MOTIONSICKNESS, AFTER USE FOLD TOWARDS YOU" "POUR LE MAL DE L'AIR, APRES USAGE PLIEZ ICI".

Item #	NSN	Width	Gusset	Height
1074	8105-21-805-0262	4.5	2.625	8.5

4.9 Wrap Materials

4.9.1 Kraft Paper

Paper, unbleached natural kraft, machine finish, 9.0 inch outer diameter of roll.

Reference: A-A-203C (withdrawn CGSB 9-GP-5B)

Item #	NSN	Width	BW
1075	8135-21-107-4333	36	50 lb.

- The weight of the paper is the weight of 500 sheets of paper measuring 24 inches x 36 inches and expressed in pounds.

4.9.2 Waxed Paper

Paper, wet waxed unbleached natural kraft paper, 3.5 inch diameter core, 9.0 inch outer diameter of roll.

Item #	NSN	Width	BW (after waxing)
1076	8135-21-880-9894	36	46 lb.

4.9.3 Stretch Wrap

Stretch wrap, clear polyethylene plastic film.

Item #	NSN	Width	Length	Thick
1077	9330-21-896-0246	20	3350 ft	35 gauge
1078	9330-21-894-2363	18	1500 ft	70 gauge
1079	9330-21-911-4187	30	6000 ft	80 gauge

4.9.4 Aluminium Foil

Aluminium foil, dry annealed, matte one side, bright other side.

Reference: QQ-A-1876 (withdrawn CGSB 43-GP-148M)

Item #	NSN	Width	Length	Thick (inch)
1080	8135-21-813-5417	18.00	25 ft	0.001

4.9.5 Polyethylene Sheet

Plastic sheet, polyethylene.

Reference: A-A-3174 (withdrawn CAN/CGSB 43.30-96)

Item #	NSN	Width	Length	Thick (mil)	Colour
1081	9330-21-819-0822	72.00	200 ft	4	Clear
1082	9330-21-894-0032	20 ft	100 ft	4	Black

4.10 Barrier Materials

4.10.1 Barrier Bag – ESD

Barrier bag, flat bag style, waterproof, electrostatic protective, flexible, clear 3 mil laminate (inner layer static-dissipative polyethylene, sequent layers of polyester film, conductive

nickel and abrasion resistant coating), heat-seal assembly, opening one end (width), (100 per package).

Reference: MIL-PRF-81705, Type III, Class 1 except that no marking of Qualified Product Listing (QPL) is required on the bag.

Item #	NSN	Width	Height
1083	8105-01-217-7588	5	8
1084	8105-01-097-4507	8	12
1085	8105-01-218-5322	15	18

4.10.2 Barrier Bag – ESD, Pink

Barrier bag, flat bag style, waterproof, electrostatic protective, flexible, clear 6 mil single wall polyethylene plastic, heat-seal assembly, opening one end (width), cohesive closure.

Reference: MIL-PRF-81705, Type II, Class 1 except that no marking of QPL is required on the bag.

Item #	NSN	Width	Height
1086	8105-21-905-8782	30	36

4.10.3 Barrier Tubing – ESD, Pink

Barrier material, waterproof, electrostatic protective, electrostatic and electromagnetic shielding, flexible, 6 mil polyethylene plastic lay flat tubing.

Reference: MIL-PRF-81705, Type I, Class 1

Item #	NSN	Width	Height
1087	8135-01-586-9141	8	500 ft

4.10.4 Barrier Tubing – ESD, Pink

Barrier material, waterproof, electrostatic protective, static dissipative, flexible, 6 mil polyethylene plastic lay flat tubing.

Reference: MIL-PRF-81705, Type II, Class 1 except that no marking of QPL is required on the bag.

Item #	NSN	Width	Height
1088	8135-21-879-9465	12	500 ft
1089	8135-21-879-9466	20	500 ft

4.10.5 Barrier Material Sheet

Barrier material, heavy duty, non-corrosive, waterproof, greaseproof, flexible, heat-sealable.

Reference: MIL-PRF-121, Type1, Grade A, Class 1

Item #	NSN	Width	Height
1090	8135-00-233-3871	36.00	600 ft

Barrier material, non-corrosive, water-vapour-proof, greaseproof, oil resistant, flexible, heat-sealable, QPL material.

Reference: MIL-PRF-131, Class 1 – Plastic, Non-woven Backing, Class 2 – Kraft Backing

Item #	NSN	Width	Height	Class
1091	8135-00-282-0565	36	600 ft	1
1092	8135-00-282-8256	36	600 ft	2

4.11 Cushioning Materials

4.11.1 Bubble Wrap

Cushioning material, transparent, non-corrosive, flexible, laminated closed cell plastic film with nylon barrier for long shipping cycle applications, heat-sealable.

Reference: A-A-549, (withdrawn PPP-C-795 Class 1 – Regular, Class 2 – Static Dissipative) (tinted pink)

Item #	NSN	Width	Length	Thick (inch)	Class
1093	8135-00-142-9005	12	500 ft	0.19	1
1094	8135-00-142-9016	24	500 ft	0.19	1
1095	8135-00-926-8991	24	250 ft	0.50	1
1096	8135-00-142-9004	48	250 ft	0.50	1
1097	8135-21-901-7953	48	375 ft	0.25	2

Cushioning material, static dissipative, transparent, non-corrosive, flexible, open cell plastic film with reinforced top film, heat-sealable.

Reference: A-A-3129

Item #	NSN	Width	Length	Thick (inch)
1098	8135-21-901-7954	48	375 ft	0.25

4.11.2 Bound Fibre Sheet

Cushioning material (commonly referred to as "Horse Hair"), water-resistant, uncompressed bound fibre – vegetable or synthetic fibre, filler coated with natural latex rubber or starch and protein-free binding material.

Reference: PPP-C-1120, Type II – Medium Soft, yellow colour, Type III – Medium Soft, orange colour, Grade 1 – Flame Resistant, Grade 3 – Flame Standard

Item #	NSN	Width	Length	Thick (inch)	Grade
1099	8135-21-550-6475	48	72	2.00	II 1
1100	8135-21-550-6495	48	72	2.00	III 3

4.11.3 Polyurethane Foam

Cushioning material, flame resistant, flexible, 3-lb/ft³ polyurethane foam.

Reference: MIL-PRF-26514

Item #	NSN	Width	Length	Thick (inch)
1101	8135-00-052-9070	24.00	4 ft	4

4.12 Tapes

4.12.1 Paper Tape – Gummed

Tape, 100% unbleached sulphate fibrous paper (95 g/m² paper), water activated adhesive on one side, wound gum side in, 12 mm core diameter.

Item #	NSN	Width	Length
1102	8135-21-550-6235	3.00 inch	600 ft

4.12.2 Paper Tape – Filament Reinforced

Tape, water-resistant, strippable, 2 layers of 100% unbleached sulphate fibrous paper (minimum 50 g/m² each), reinforcing filaments between the layers, water activated adhesive on one side, wound gum side in, 12 mm core diameter.

Reference: ASTM D5749-17 (withdrawn CAN/CGSB 43.28-92)

tem #	NSN	Width	Length
1103	8135-21-840-1754	3.00 inch	150M

4.13 Strapping and Accessories

4.13.1 Strapping Edge Protector

Edge protector, ribbed plastic, 2.25 inch leg length, 2.50 inch wide, (for maximum width of 1.25 inch steel strapping).

Item #	NSN
1104	8135-21-846-1648

4.13.2 Angle Board

Angle board, 3 in. x 3 in x 0.120 in. x 40 in

Reference: Appendix 4 to this Annex

Item #	NSN
1105	8135-21-921-4842

4.13.3 Strapping – Non-metallic

Strapping, bonded or woven polyester cord, olive drab (green) colour for use with Caristrap International Inc. strapping stretcher machine model CGT 72, NSN 3540-21-902-3641.

Reference: ASTM D4675-14A, (withdrawn CAN/CGSB 43.34-94) Approved manufacturer: Caristrap International Inc.

Item #	NSN	Width	Length	Grade	P/n
1106	8135-21-903-4036	1.25	100M	4	105WGG

Buckle, steel, strap adjusting style (for use with 1.25 inch polyester strapping NSN 8135-21-903-4036).

Reference: Caristrap International Inc. (p/n CB32) or equivalent

Item #	NSN
1107	5340-21-901-8726

Strapping, bonded or woven polyester cord, olive drab (green) colour for use with Caristrap International Inc. strapping stretcher machine model CGT 72, NSN 3540-21-902-3641.

Reference: ASTM D4675-14A, (withdrawn CAN/CGSB 43.34-94) Approved manufacturer: Caristrap International Inc.

Item #	NSN	Width	Length	Grade	P/n
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1108	8135-21-903-4035	0.75	1640 ft	4	65WGG
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4.13.4 Strapping – Steel

Strapping, organic or lightly zinc-coated, flat steel.

Reference: ASTM D3953-15, (withdrawn CAN/CGSB 43.24-M91 Grade 2 – Standard Tensile)

Item #	NSN	Width	Length	Thick (inch)	Grade
1109	8135-21-112-0075	0.50	4258 ft	0.015	2
1110	8135-21-550-0054	0.75	2095 ft	0.023	2

4.14 Garbage Bags - Polyethylene

4.14.1 Garbage Bags – Regular Strength

Regular strength polyethylene garbage bag.

Item #	NSN	Width	Height	Thick (mil)	Colour
1111	N/D	22.00	24.00	0.8	Black

4.14.2 Garbage Bags – Strong Strength

Strong strength polyethylene garbage bag.

Item #	NSN	Width	Height	Thick (mil)	Colour
1112	N/D	20.00	22.00	1.0	Clear
1113	N/D	22.00	24.00	1.0	Clear

4.14.3 Garbage Bags – Extra Strong Strength

Extra strong strength polyethylene garbage bag.

Item #	NSN	Width	Height	Thick (mil)	Colour
1114	N/D	42.00	48.00	2.0	Clear

5.0 Category 2

5.1 Corrugated Fibreboard Products

5.1.1 Corrugated Fibreboard

Corrugated fibreboard sheet, single wall (one corrugated medium between two flat linerboard), 70% recycled, minimum bursting strength 1400 kPa (200 psi 42-26-42) or minimum ECT 32, corrugations perpendicular to board's length.

Reference: ASTM D4727M-17 (withdrawn CAN/CGSB 43.22-2001 Type 3)

Item #	NSN	Width	Length	Flute
2001	8135-21-550-6105	60	100	B

Corrugated fibreboard sheet, double wall (one flat linerboard between two corrugated mediums, and one flat linerboard on each outer surface), 70% recycled, minimum bursting strength 2400 kPa (350 psi 42-26-42) or minimum ECT 51, corrugations perpendicular to board's length.

Reference: ASTM D4727M-17 (withdrawn CAN/CGSB 43.22-2001 Type 3)

Item #	NSN	Width	Length	Flute
2002	8135-21-550-6125	60	100	BC

5.1.2 Fibreboard Box – Single Wall

Shipping box, regular slotted box style, single wall corrugated fibreboard, 70% recycled, knocked-down assembly.

Reference: ASTM D4727M-17 (withdrawn CAN/CGSB 43.22-2001 Class 1, Style 1)

Grade C-3 – 20 lbs maximum capacity, Mullen 125 psi 26-26-26 or minimum ECT 23

Grade C-4 – 40 lbs maximum capacity, Mullen 175 psi 38-26-38 or minimum ECT 29

Grade C-5 – 65 lbs maximum capacity, Mullen 200 psi 42-26-42 or minimum ECT 32

Item #	NSN	Length	Width	Depth	Grade	Flute
2003	8115-21-550-0201	4.75	4.75	4.50	C-5	B
2004	8115-21-107-4135	5.75	5.75	5.50	C-5	B
2005	8115-21-801-6554	5.88	5.88	5.25	C-3	B
2006	8115-21-801-6555	5.88	5.88	9.38	C-3	B
2007	8115-21-801-6557	7.50	7.50	7.68	C-3	B
2008	8115-21-107-4124	7.63	7.63	6.50	C-3	B
2009	8115-21-107-4125	8.50	5.90	5.90	C-3	B
2010	8115-21-801-6559	9.38	9.38	6.88	C-3	B
2011	8115-21-801-6560	9.38	9.38	8.38	C-4	B
2012	8115-21-870-4205	10.63	10.63	8.50	C-4	B

Item #	NSN	Length	Width	Depth	Grade	Flute
2013	8115-21-802-7978	11.00	9.00	4.00	C-3	C
2014	8115-21-802-7979	11.00	9.00	6.00	C-5	B
2015	8115-21-819-0441	11.00	9.00	8.00	C-5	C
2016	8115-21-840-9457	11.25	8.75	6.00	C-5	C
2017	8115-21-840-9463	11.25	8.75	10.00	C-5	B
2018	8115-21-550-0205	11.75	7.75	7.50	C-4	B
2019	8115-21-550-0216	11.75	11.75	7.50	C-5	B
2020	8115-21-550-0027	11.75	11.75	11.50	C-4	C
2021	8115-21-870-5833	12.00	9.00	9.00	C-5	C
2022	8115-21-840-9459	14.25	10.50	12.75	C-5	B
2023	8115-21-870-5835	14.50	9.00	7.00	C-5	C
2024	8115-21-901-7400	15.00	11.38	10.00	C-5	B
2025	8115-21-857-7316	15.00	11.38	10.00	C-5	C
2026	8115-21-840-9465	15.25	11.25	17.25	C-5	B
2027	8115-21-550-0038	15.75	7.75	7.50	C-5	C
2028	8115-21-550-0049	15.75	11.75	7.50	C-5	C
2029	8115-21-870-5832	17.00	12.00	10.00	C-5	C
2030	8115-21-859-0887	18.00	12.00	12.00	C-4	B
2031	8115-21-870-5831	18.00	15.00	13.00	C-5	C
2032	8115-21-840-9468	20.25	12.50	22.50	C-5	C
2033	8115-21-550-0104	23.82	7.75	7.50	C-5	C
2034	8115-21-843-6516	24.00	15.00	10.00	C-5	A
2035	8115-21-859-0888	24.00	24.00	18.00	C-5	B

5.1.3 Fibreboard Box – Double Wall

Shipping box, regular slotted box style, double wall corrugated fibreboard, 70% recycled, knocked-down assembly.

Reference: ASTM D4727M-17 (withdrawn CAN/CGSB 43.22-2001 Class 1, Style 1

Grade C-17) – 120 lbs maximum capacity, Mullen 350 psi 42-26-42-26-32 or minimum ECT 51

Item #	NSN	Length	Width	Depth	Flute
2036	8115-21-116-9081	10.50	10.50	12.25	AB, AC or BC

2037	8115-21-116-9082	14.50	14.50	12.25	AB, AC or BC
2038	8115-21-107-4102	15.25	11.25	10.63	AB, AC or BC
2039	8115-21-107-4103	15.25	15.25	6.63	AB, AC or BC
2040	8115-21-107-4104	15.25	15.25	10.63	AB, AC or BC
2041	8115-21-107-4105	15.25	15.25	14.63	AB, AC or BC
2042	8115-21-801-6549	18.00	11.25	8.63	BC
2043	8115-21-107-4110	23.25	11.25	6.63	BC
2044	8115-21-107-4111	23.25	11.25	10.63	AB, AC or BC
2045	8115-21-107-4112	23.25	15.25	6.63	AB, AC or BC
2046	8115-21-107-4113	23.25	15.25	10.63	BC
2047	8115-21-107-4114	23.25	15.38	14.60	BC
2048	8115-21-107-4115	23.25	23.25	10.63	AB, AC or BC
2049	8115-21-107-4116	23.25	23.25	14.63	AB, AC or BC
2050	8115-21-107-4121	29.95	20.50	13.00	AB, AC or BC

5.1.4 Fibreboard Box – Waxed (for consolidating shipments)

Box body, half slotted box style, double wall corrugated fibreboard, 70% recycled, stapled assembly, lap on inside, outer linerboard 337 g/m², centre and inner linerboards 205 g/m², medium linerboard 161 g/m² wet strength, 2400 kPa (350 psi 69-33-42-33-42) bursting strength, water-resistant adhesive, vinyl resin wax combination hot melt material applied to outer surface (for use with box lid NSN 8115-21-848-2807).

Reference: ASTM D4727M-17, (withdrawn CAN/CGSB 43.22-2001 Class 1, Style 4, BC Flute)

Item #	NSN	Length	Width	Depth
2051	8115-21-848-2808	47.63	39.63	27.13

Box lid, die cut, double wall corrugated fibreboard, 70% recycled, scored with four corners cut out so that flanges butt each other on corners, outer linerboard 337 g/m², centre and inner linerboards 205 g/m², medium linerboard 161 g/m² wet strength, 2400 kPa (350 psi) bursting strength, water-resistant adhesive, vinyl resin wax combination hot melt material applied to outer surface (for use with box lid NSN 8115-21-848-2808).

References: ASTM D4727M-17 (withdrawn CAN/CGSB 43.22-2001 Class 1, Style 4, BC Flute) see Appendix 2 to this Annex

Item #	NSN	Length	Width	Depth
2052	8115-21-848-2807	48.25	40.25	5.25

Box liner, full depth scored, double wall corrugated fibreboard, 70% recycled, one-piece construction, ends to about at centre of one long side panel of NSN 8115-21-848-2808, 2400 kPa (350 psi) bursting strength, centre and inner linerboards 205 g/m², medium linerboard 161 g/m² wet strength, flutes to run parallel to score lines.

Reference: ASTM D4727M-17 (withdrawn CAN/CGSB 43.22-2001 Class 1, BC Flute)

Item #	NSN	Length	Width
2053	8135-21-848-2809	172.68	27.12

Box body, half slotted box style, double wall corrugated fibreboard, 70% recycled, stapled assembly, vinyl resin wax combination hot melt material applied to outer surface (for use with box lid NSN 8115-21-860-6186).

Reference: ASTM D4727M-17 (withdrawn CAN/CGSB 43.22-2001 Class 1, Style 4, BC Flute)

Item #	NSN	Length	Width	Depth	Grade
2054	8115-21-899-9780	40.00	24.00	14.00	C-16 275 psi or minimum ECT 48
2055	8115-21-860-6187	40.00	24.00	27.55	C-17 350 psi or minimum ECT 51

Box lid, die cut, double wall corrugated fibreboard, 70% recycled, vinyl resin wax combination hot melt material applied to outer surface (for use with box bodies NSN 8115-21-899-9780 and NSN 8115-21-860-6187).

Reference: ASTM D4727M-17 (withdrawn CAN/CGSB 43.22-2001 Class 1, Style 4, BC Flute), see Appendix 3 to this Annex

Item #	NSN	Length	Width	Depth	Grade
2056	8115-21-860-6186	40.56	24.63	5.25	C-17 350 psi or minimum ECT 51

6.0 Category 3

6.1 Dangerous Goods – Approved Packaging for Shipment

All packaging materials for the transportation of Dangerous Goods must be legibly marked with the required Department of Transport / UN code (approved) marking.

6.1.1 Bag – Nylon / Polyethylene Laminate

Plastic bag, flat bag style, clear 4 mil nylon/polyethylene laminate, heat-seal assembly, opening one end (width), tested pressure of 95 kPa (for use as inner packaging with special boxes for air transport of Dangerous Goods). Plastic bag must be Transport Canada approved.

Reference: CAN/CGSB-43.150-2020

Reference: International Compliance Centre (ICC) Lid or equivalent

Item #	NSN	Width	Height	ICC Part No
3001	8105-21-909-0799	4.00	9.00	BI-BSS3
3002	8105-21-909-0801	9.00	14.00	BI-BSS5
3003	8105-21-909-0800	14.00	26.00	BI-BSS4

6.1.2 "V" Fibreboard Box (with liner)

Variation box, with leak/sift proof liners, tested to UN "V" requirements (for use as UN air, rail, road or sea transport of Dangerous Goods). Box must be UN approved.

Reference: CAN/CGSB-43.150-2020

Reference: International Compliance Centre Lid (ICC) or equivalent

Item #	NSN	Length	Width	Depth	Maximum Weight	ICC p/n
3004	8115-21-909-0793	6.75	6.75	9.00	2.8 kg	BX-11SP
3005	8115-20-002-1052	19.00	19.00	19.00	38.4 kg	BX-12SP
3006	8115-20-002-1053	15.00	15.00	15.00	19.5 kg	BX-15SP
3007	8115-21-909-0792	7.88	7.88	13.56	4.1 kg	BX-8SP
3008	8115-21-909-0791	9.13	9.13	9.50	7.7 kg	BX-3SP
3009	8115-21-909-0794	11.00	11.00	11.50	10.1 kg	BX-19SP
3010	8115-21-909-0795	12.00	12.00	16.25	15.8 kg	BX-10SP
3011	8115-21-909-0796	23.75	15.00	10.31	24.1 kg	BX-20SP
3012	8115-20-002-1054	21.50	12.00	12.50	19 kg	BX-21SP
3013	8115-20-002-1055	20.75	20.75	12.50	39 kg	BX-24SP
3014	8115-20-002-1058	23.75	15.00	23.00	40 kg	BX-25SP

6.1.3 Steel Can in Fibreboard Box (fuel sample)

Container assembly; sample/specimen, inner container - epoxy/phenolic lined 1 US gallon steel can, metal carrying handle, bung fitting with special red valve spigot, outer container - single wall 4G corrugated fibreboard box, knocked-down assembly, 200 psi bursting strength, C flute (for gasoline jet fuel sample). UN approved container. Container assembly must be UN approved.

Reference: CAN/CGSB-43.150-2020

Reference: International Compliance Centre (ICC) Lid or equivalent

Item #	NSN	Length	Width	Depth	ICC p/n
3015	8115-21-909-1005	6.75	6.75	9.00	MT-M11

6.1.4 Steel Drum – TC-5B

Steel drum, UN 1A2/Y1.5/150/yr, black enamelled outside, 3 rolling hoops on body, removable cover, gasket (glued to cover), locking ring closure, (sheet thickness of steel for body, bottom and cover is listed below).

Reference: CAN/CGSB-43.150-2020

Item #	NSN	Capacity	Thick (mm)
3016	8110-21-907-6395	205 litres	1.35

6.1.5 Drum Liner

Drum liner, clear polyethylene, circular bottom, heat-seal assembly, (for lining drum NSN 8110-21-907-6395).

Reference: Appendix 5 to this Annex

Reference: CAN/CGSB-43.150-2020

Item #	NSN	Width	Height	Capacity	Thick (mil)
3017	8105-21-920-6524	37	40	205 litres	8

6.1.6 Steel Drum – TC-17C

Steel drum, UN 1A2/Y1.5/150/yr, black enamelled outside, straight-sided body, removable cover, gasket, bolted ring with lug closure, (sheet thickness of steel for body, bottom and cover is listed below).

Reference: CAN/CGSB-43.150-2020

Item #	NSN	Capacity	Thick (mm)
3018	8110-21-902-1705	25 litres	0.53

Steel drum, UN 1A1/X1.8/300/yr, black enamelled outside, rolling hoops on body, non-removable cover, bung and vent on cover, (sheet thickness of steel for body, bottom and cover is listed below).

Reference: CAN/CGSB-43.150-2020

Item #	NSN	Capacity	Thick (mm)
3019	8110-21-878-3974	205 litres	1.35

Steel drum, UN 1A2/Y1.5/150/yr, epoxy liner, yellow enamelled outside, 3 rolling hoops, with removable cover, 12 gauge locking pin, nut and bolt closure, 3.00 inch black ash bar midway on body with marking (bilingual) "FOR PCB CONTAMINATED MATERIAL ONLY" "RÉSERVÉ AUX MATÉRIAUX CONTAMINÉS PAR DES BPC" (sheet thickness of steel for body, bottom and cover is listed below).

Reference: CAN/CGSB-43.150-2020

Item #	NSN	Capacity	Thick (mm)
3020	8110-21-901-0516	200 litres	1.35

6.1.7 Fibreboard Box for HAZMAT Cans

Fibreboard box, performance level Y, maximum gross weight 12 kg, approved for solids or inner packaging; UN4G/Y 12S. Provided with dividers for 12 cans, 3 x 4 arrangement, knocked-down assembly, maximum height of the can 10", maximum diameter of the can 2.9". UN approved.

Reference: CAN/CGSB-43.150-2020

Reference: International Compliance Centre (ICC) Lid or equivalent

Item #	NSN
3021	8115-20-004-6978

6.2 Skip Box Container

Skip Box Container, collapsible material handling style, high-density polyethylene structural foam material, with detachable lid (item # 197 below), hinged fold-down type door on one side (length), suitable for forklift handling, label holder in recessed area of door, "DND" identification labels on base and lid in accordance with D-02-002-001/SG-001 Standard – Identification Marking of Canadian Military Property.

Item #	NSN	Outside Dimensions			Colour
		Length	Width	Height	
3022	3990-01-399-3466	32.00	30.00	34.00	Black or grey
3023	3990-01-399-5133	48.00	40.00	34.00	Black or grey

Skip Box Container Lid, replacement lid for NSN 3990-01-399-5133 (item # 196), high-density polyethylene structural foam material, "DND" identification label in accordance with D-02-002-001/SG-001 Standard – Identification Marking of Canadian Military

Property.

		Outside Dimensions			
Item #	NSN	Length	Width	Height	Colour
3024	8145-01-576-1489	48.10	40.20	3.00	Black or grey

7.0 Performance Compliance

DND reserves the right to conduct testing to verify product compliance with any or all of the performance requirements defined in this Annex.

APPENDIX A1 - STANDARD PACKAGING

Standard Pack (Minimum order)

Category 1

Item	NATO Stock Number (NSN)	Unit of Issue	Standard Pack (Minimum order)
1001	8105-00-117-9834	EA	1 CS of 250 EA
1002	8105-00-117-9869	EA	1 CS of 250 EA
1003	8105-01-027-4868	EA	1 CS of 100 EA
1004	8105-00-117-9879	EA	1 CS of 100 EA
1005	8105-00-117-9886	EA	1 CS of 50 EA
1006	8105-00-281-1436	EA	1 CS of 50 EA
1007	8105-21-845-2816	EA	1 CS of 50 EA
1008	8105-21-848-1294	EA	1 CS of 50 EA
1009	8105-21-902-1051	MX	1 BX of 1 MX
1010	8105-21-900-3799	MX	1 BX of 1 MX
1011	8115-00-550-3574	EA	1 EA
1012	8115-01-015-1315	EA	1 EA
1013	8115-01-015-1314	EA	1 EA
1014	8115-00-787-2142	EA	1 EA
1015	8115-00-101-7638	EA	1 EA
1016	8115-01-057-1244	EA	1 EA
1017	8115-00-787-2146	EA	1 EA
1018	8115-00-787-2148	EA	1 EA
1019	8115-01-057-1243	EA	1 EA
1020	8115-01-057-1245	EA	1 EA
1021	8115-01-019-4085	EA	1 EA
1022	8115-21-894-4639	EA	1 EA
1023	8115-21-894-4640	EA	1 EA
1024	8115-21-894-4641	EA	1 EA
1025	8115-00-192-1603	EA	1 EA
1026	8115-00-134-3655	EA	1 EA
1027	8115-00-050-5237	EA	1 EA
1028	8110-21-868-5437	EA	1 PG of 5 EA
1029	5340-21-920-6608	PG	1 PG of 250 EA
1030	8110-21-921-4835	EA	1 PAL of 360 EA
1031	8110-21-868-5438	EA	1 PG of 5 EA
1032	5340-21-920-6624	PG	1 PG of 100 EA
1033	8110-21-868-5439	EA	1 PG of 5 EA
1034	5340-21-920-6628	PG	1 PG of 100 EA
1035	8110-21-921-4840	EA	1 PAL of 150 EA
1036	8110-21-868-5440	EA	1 PG of 5 EA
1037	5340-21-920-6627	PG	1 PG of 50 EA
1038	8110-21-921-4838	EA	1 PAL of 70 EA

Item	NATO Stock Number (NSN)	Unit of Issue	Standard Pack (Minimum order)
1039	8110-21-106-6284	EA	1 CS of 24 EA
1040	8110-21-106-6282	EA	1 CS of 36 EA
1041	8105-21-550-5105	EA	1 BD of 500 EA
1042	8105-21-550-5195	EA	1 BD of 500 EA
1043	8105-21-857-8485	EA	1 CS of 250 EA
1044	8105-21-857-8840	EA	1 CS of 250 EA
1045	8105-21-900-0912	PG	1 PG of 10 EA
1046	8105-21-900-0913	PG	1 PG of 10 EA
1047	8105-21-900-0915	PG	1 PG of 10 EA
1048	8105-21-900-0916	PG	1 PG of 10 EA
1049	8105-21-900-0911	PG	1 PG of 10 EA
1050	8105-21-550-5695	EA	1 BX of 1000 EA
1051	8105-21-802-4132	PG	1 PG of 100 EA
1052	8105-21-900-0902	PG	1 PG of 50 EA
1053	8105-21-900-0919	PG	1 PG of 50 EA
1054	8105-21-802-4134	EA	1 BX of 300 EA
1055	8105-21-900-0909	PG	1 PG of 50 EA
1056	8105-21-550-5692	EA	1 PG of 100 EA
1057	8105-21-894-2622	PG	1 PG of 50 EA
1058	8105-21-550-5698	EA	1 PG of 100 EA
1059	8105-21-894-4674	PG	1 PG of 50 EA
1060	8105-21-819-0820	PG	1 PG of 100 EA
1061	8105-21-905-8617	RO	1 RO of 100 EA
1062	8105-21-897-9173	EA	1 PG of 50 EA
1063	8105-21-890-0808	PG	1 PG of 20 EA
1064	8105-21-912-1939	EA	1 PG of 20 EA
1065	8105-21-912-1940	PG	1 PG of 50 EA
1066	8105-21-914-4366	EA	1 PG of 100 EA
1067	8105-21-912-1941	PG	1 PG of 100 EA
1068	8135-21-804-2382	RO	1 RO
1069	8135-21-804-2383	RO	1 RO
1070	8135-21-868-6454	RO	1 RO
1071	8135-21-801-4874	RO	1 RO
1072	8135-21-109-6812	RO	1 RO
1073	8135-21-806-9570	RO	1 RO
1074	8105-21-805-0262	EA	1 PG of 500 EA
1075	8135-21-107-4333	RO	1 RO
1076	8135-21-880-9894	RO	1 RO
1077	9330-21-896-0246	RO	1 RO
1078	9330-21-894-2363	CO	1 CO of 4 RO
1079	9330-21-911-4187	RO	1 RO
1080	8135-21-813-5417	RO	1 BX of 16 RO
1081	9330-21-819-0822	RO	1 RO

Item	NATO Stock Number (NSN)	Unit of Issue	Standard Pack (Minimum order)
1082	9330-21-894-0032	RO	1 RO
1083	8105-01-217-7588	BX	1 BX of 100 EA
1084	8105-01-097-4507	PG	1 PG of 100 EA
1085	8105-01-218-5322	PG	1 PG of 100 EA
1086	8105-21-905-8782	EA	1 PG of 100 EA
1087	8135-01-586-9141	RO	1 RO
1088	8135-21-879-9465	RO	1 RO
1089	8135-21-879-9466	RO	1 RO
1090	8135-00-233-3871	RO	1 RO
1091	8135-00-282-0565	RO	1 RO
1092	8135-00-282-8256	RO	1 RO
1093	8135-00-142-9005	RO	1 RO
1094	8135-00-142-9016	RO	1 RO
1095	8135-00-926-8991	RO	1 RO
1096	8135-00-142-9004	RO	1 RO
1097	8135-21-901-7953	RO	1 RO
1098	8135-21-901-7954	RO	1 RO
1099	8135-21-550-6475	SH	1 BD of 5 SH
1100	8135-21-550-6495	SH	1 BD of 5 SH
1101	8135-00-052-9070	SH	1 SH of 1 SH
1102	8135-21-550-6235	RO	1 RO
1103	8135-21-840-1754	RO	1 BX of 10 RO
1104	8135-21-846-1648	EA	1 BX of 50 EA
1105	8135-21-921-4842	EA	1 PAL of 2100 EA
1106	8135-21-903-4036	CL	1 CL
1107	5340-21-901-8726	EA	1 PG of 100 EA
1108	8135-21-903-4035	CL	1 CL
1109	8135-21-112-0075	CL	1 CL
1110	8135-21-550-0054	CL	1 CL
1111	N/D	RO	1 BX of 10 RO
1112	N/D	RO	1 BX of 10 RO
1113	N/D	RO	1 BX of 10 RO
1114	N/D	RO	1 BX of 10 RO

Category 2

Item	NATO Stock Number (NSN)	Unit of Issue	Standard Pack (Minimum order)
2001	8135-21-550-6105	EA	1 PAL of 300 EA
2002	8135-21-550-6125	EA	1 PAL of 125 EA
2003	8115-21-550-0201	EA	1 BD of 25 EA
2004	8115-21-107-4135	EA	1 BD of 25 EA
2005	8115-21-801-6554	EA	1 BD of 25 EA
2006	8115-21-801-6555	EA	1 BD of 25 EA

Item	NATO Stock Number (NSN)	Unit of Issue	Standard Pack (Minimum order)
2007	8115-21-801-6557	EA	1 BD of 25 EA
2008	8115-21-107-4124	EA	1 BD of 25 EA
2009	8115-21-107-4125	EA	1 BD of 25 EA
2010	8115-21-801-6559	EA	1 BD of 25 EA
2011	8115-21-801-6560	EA	1 BD of 25 EA
2012	8115-21-870-4205	EA	1 BD of 25 EA
2013	8115-21-802-7978	EA	1 BD of 25 EA
2014	8115-21-802-7979	EA	1 BD of 25 EA
2015	8115-21-819-0441	EA	1 BD of 25 EA
2016	8115-21-840-9457	EA	1 BD of 25 EA
2017	8115-21-840-9463	EA	1 BD of 25 EA
2018	8115-21-550-0205	EA	1 BD of 25 EA
2019	8115-21-550-0216	EA	1 BD of 25 EA
2020	8115-21-550-0027	EA	1 BD of 25 EA
2021	8115-21-870-5833	EA	1 BD of 25 EA
2022	8115-21-840-9459	EA	1 BD of 25 EA
2023	8115-21-870-5835	EA	1 BD of 25 EA
2024	8115-21-901-7400	EA	1 BD of 25 EA
2025	8115-21-857-7316	EA	1 BD of 25 EA
2026	8115-21-840-9465	EA	1 BD of 25 EA
2027	8115-21-550-0038	EA	1 BD of 25 EA
2028	8115-21-550-0049	EA	1 BD of 25 EA
2029	8115-21-870-5832	EA	1 BD of 25 EA
2030	8115-21-859-0887	EA	1 BD of 25 EA
2031	8115-21-870-5831	EA	1 BD of 25 EA
2032	8115-21-840-9468	EA	1 BD of 25 EA
2033	8115-21-550-0104	EA	1 BD of 25 EA
2034	8115-21-843-6516	EA	1 BD of 25 EA
2035	8115-21-859-0888	EA	1 BD of 15 EA
2036	8115-21-116-9081	EA	1 BD of 15 EA
2037	8115-21-116-9082	EA	1 BD of 15 EA
2038	8115-21-107-4102	EA	1 BD of 15 EA
2039	8115-21-107-4103	EA	1 BD of 15 EA
2040	8115-21-107-4104	EA	1 BD of 15 EA
2041	8115-21-107-4105	EA	1 BD of 15 EA
2042	8115-21-801-6549	EA	1 BD of 15 EA
2043	8115-21-107-4110	EA	1 BD of 15 EA
2044	8115-21-107-4111	EA	1 BD of 15 EA
2045	8115-21-107-4112	EA	1 BD of 15 EA
2046	8115-21-107-4113	EA	1 BD of 15 EA
2047	8115-21-107-4114	EA	1 BD of 15 EA
2048	8115-21-107-4115	EA	1 BD of 15 EA
2049	8115-21-107-4116	EA	1 BD of 15 EA

Item	NATO Stock Number (NSN)	Unit of Issue	Standard Pack (Minimum order)
2050	8115-21-107-4121	EA	1 BD of 10 EA
2051	8115-21-848-2808	EA	1 BD of 60 EA
2052	8115-21-848-2807	EA	1 BD of 120 EA
2053	8135-21-848-2809	EA	1 BD of 60 EA
2054	8115-21-899-9780	EA	1 BD of 120 EA
2055	8115-21-860-6187	EA	1 BD of 60 EA
2056	8115-21-860-6186	EA	1 BD of 120 EA

Category 3

Item	NATO Stock Number (NSN)	Unit of Issue	Standard Pack (Minimum order)
3001	8105-21-909-0799	EA	1 PG of 10 EA
3002	8105-21-909-0801	EA	1 PG of 10 EA
3003	8105-21-909-0800	EA	1 PG of 10 EA
3004	8115-21-909-0793	EA	1 PG of 10 EA
3005	8115-20-002-1052	EA	1 PG of 10 EA
3006	8115-20-002-1053	EA	1 PG of 10 EA
3007	8115-21-909-0792	EA	1 PG of 10 EA
3008	8115-21-909-0791	EA	1 PG of 10 EA
3009	8115-21-909-0794	EA	1 PG of 10 EA
3010	8115-21-909-0795	EA	1 PG of 10 EA
3011	8115-21-909-0796	EA	1 PG of 10 EA
3012	8115-20-002-1054	EA	1 PG of 10 EA
3013	8115-20-002-1055	EA	1 PG of 10 EA
3014	8115-20-002-1058	EA	1 PG of 10 EA
3015	8115-21-909-1005	EA	1 PG of 5 EA
3016	8110-21-907-6395	EA	1 PAL of 4 EA
3017	8105-21-920-6524	PG	1 PG of 50 EA
3018	8110-21-902-1705	EA	1 PAL of 4 EA
3019	8110-21-878-3974	EA	1 PAL of 4 EA
3020	8110-21-901-0516	EA	1 PAL of 4 EA
3021	8115-20-004-6978	EA	1 EA
3022	3990-01-399-3466	EA	1 EA
3023	3990-01-399-5133	EA	1 EA
3024	8145-01-576-1489	EA	1 EA

Solicitation No. - N° de l'invitation
E60HS-20PACK/A

Amd. No. - N° de la modif.

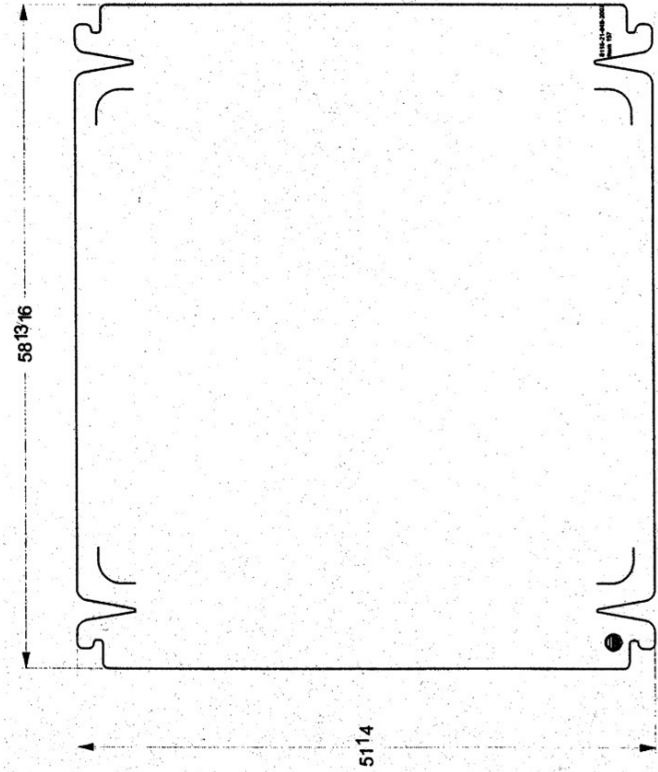
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APPENDIX A2 - SPECIFICATION N° 91-9903-03, NSN 8115-21-848-2807

E60HS-20PACK

APPENDIX A2

DATED JUNE 17, 2013

CUSTOMER: DND	PRODUCT NSN 8115-21-848-2807	SPEC N ^o 91-9903-03	REV. 04
PRODUCT BOX LID	MATERIAL	INSIDE DIMENSIONS 48 1/4" x 40 1/4" x 5 1/4"	
			

Solicitation No. - N° de l'invitation
E60HS-20PACK/A

Amd. No. - N° de la modif.

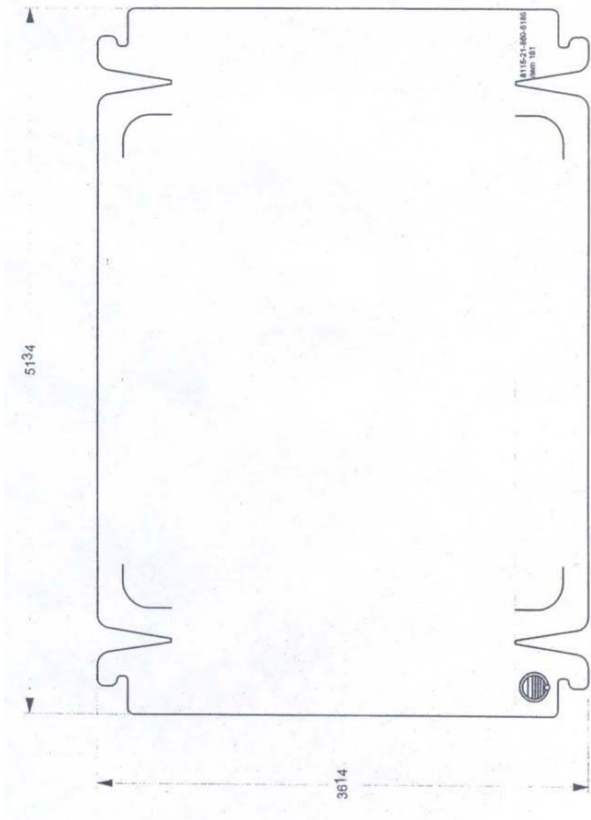
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APPENDIX A3-SPECIFICATION N° 91-9903-23, NSN 8115-21-860-6186

E60HS-20PACK

APPENDIX A3

DATED JUNE 17, 2013

CUSTOMER: DND	PRODUCT NSN 8115-21-860-6186	SPEC N ^o 91-9903-23	REV. 02
PRODUCT BOX LID	MATERIAL	INSIDE DIMENSIONS 40 9/16" x 24 5/8" x 5 1/4"	
			

Solicitation No. - N° de l'invitation
E60HS-20PACK/A

Amd. No. - N° de la modif.

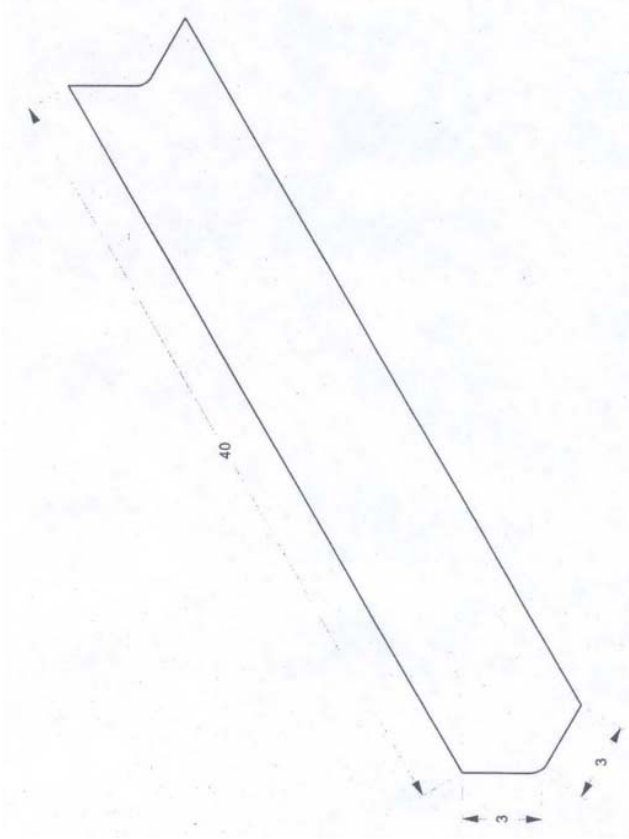
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APPENDIX A4-SPECIFICATION N° 91-0111-02, NSN 8115-21-921-4842

E60HS-20PACK

APPENDIX A4

DATED JUNE 17, 2013

CUSTOMER: DND	PRODUCT NSN 8135-21-921-4842	SPEC N° 91-0111-02	REV. 00
PRODUCT ANGLE BOARD	MATERIAL	INSIDE DIMENSIONS 3" x 3" x 40"	
			

Solicitation No. - N° de l'invitation
E60HS-20PACK/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
hs651

APPENDIX A5-SPECIFICATION N° 91-0004-03, NSN 8105-21-920-6524

Solicitation No. - N° de l'invitation
E60HS-20PACK/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
hs651

E60HS-20PACK

APPENDIX A5

DATED JUNE 17, 2013

CUSTOMER:
DND

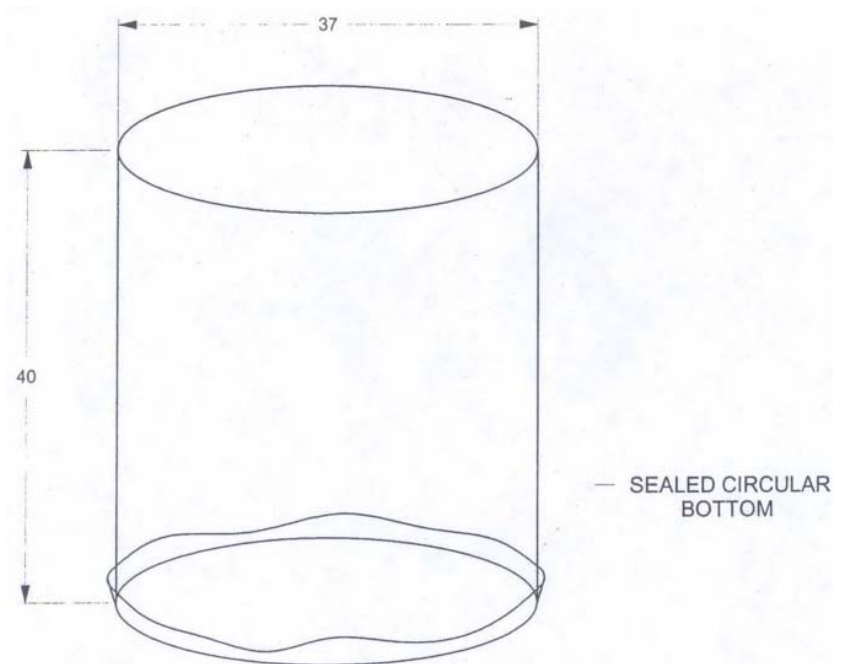
PRODUCT
NSN 8105-21-920-6524

SPEC N°
91-0004-03

PRODUCT
DRUM LINER

MATERIAL
P.E.F 8 MIL. LOW DENSITY

INSIDE DIMENSIONS
Ø37" x 40"



APPENDIX A6 – MANDATORY TECHNICAL CRITERIA

The Offeror must provide supporting documentation in their offer to demonstrate that each mandatory technical requirement has been met. The Offeror should complete the table below to indicate where the information is in their offer. An offer that does not meet all of the mandatory technical criteria will be declared non-responsive and the offer will not be considered.

MANDATORY TECHNICAL EVALUATION CRITERIA:		
	Mandatory Criteria	Section for Offeror use only. Indicate the page number for reference
M1	<p><u>4.1.2.1.3 Mandatory Technical Criteria – Category 1</u></p> <p>M.1.1 The Offeror must demonstrate a minimum of two (2) years' experience since 1 January 2015, in the supply of packaging material related to Category 1.</p> <p>M.1.2 The Offeror must demonstrate a sales volume of at least \$500,000 per year, for two (2) years since 1 January 2015, in the supply of packaging material related to Category 1.</p> <p>M.1.3 The Offeror must provide a minimum of one (1) customer reference including the following information regarding criteria M.1.1 and M.1.2:</p> <ul style="list-style-type: none"> a) The name of the customer; b) The name, title and telephone number of the customer's contact; c) The start date and end date of the agreement or contract with the customer, or the anticipated end date if still active; d) The annual sales volume per customer; e) A list of packaging material including at least twenty five (25) items with its Part Number and the NSCM/CAGE sold to the customer (s). 	
M2	<p><u>4.1.2.1.4 Mandatory Technical Criteria – Category 2</u></p> <p>M.2.1 The Offeror must demonstrate a minimum of two (2) years' experience since 1 January 2015, in the supply of packaging material related to Category 2.</p> <p>M.2.2. The Offeror must demonstrate a sales volume of at least \$1,000,000 per year, for two (2) years since 1 January 2015, in the supply of packaging material related to Category 2.</p> <p>M.2.3 The Offeror must provide a minimum of one (1) customer reference including the following information regarding criteria M.2.1 and M.2.2:</p>	

	<ul style="list-style-type: none">a) The name of the customer;b) The name, title and telephone number of the customer's contact;c) The start date and end date of the agreement or contract with the customer, or the anticipated end date if still active;d) The annual sales volume per customer;e) A list of packaging material including at least fifteen (15) items with its Part Number and the NSCM/CAGE sold to the customer (s).	
M3	<p><u>4.1.2.1.5 Mandatory Technical Criteria – Category 3</u></p> <p>M.3.1 The Offeror must demonstrate a minimum of two (2) years' experience since 1 January 2015, in the supply of packaging material related to Category 3.</p> <p>M.3.2. The Offeror must demonstrate a sales volume of at least \$1,000,000 per year, for two (2) years since 1 January 2015, in the supply of packaging material related to Category 3.</p> <p>M.3.3 The Offeror must provide a minimum of one (1) customer reference including the following information regarding criteria M.3.1 and M.3.2:</p> <ul style="list-style-type: none">a) The name of the customer;b) The name, title and telephone number of the customer's contact;c) The start date and end date of the agreement or contract with the customer, or the anticipated end date if still active;d) The annual sales volume per customer;e) A list of packaging material including at least five (5) items with its Part Number and the NSCM/CAGE sold to the customer (s).	

APPENDIX A7 – POINT RATED TECHNICAL CRITERIA

1.1 Point Rated Technical Criteria (All Categories)

Description of the Rated Requirement	Points	Section for Offeror use only. Indicate the page number for reference
<p>R1. Quality Management System (QMS)</p> <p>The Offeror must demonstrate it has a QMS in place.</p> <p>Scoring The Offeror has provided the following:</p> <ul style="list-style-type: none"> A copy of its QMS: 4 points A proof that the QMS is certified by an independent third party: 10 points 	/ 10	

1.2 Point Rated Technical Criteria (Category 1)

Description of the Rated Requirements	Points	Section for Offeror use only. Indicate the page number for reference
<p>R2. Number of years of experience in the supply of packaging material related to Category 1.</p> <p>The Offeror must demonstrate the number of years of experience in the supply of packaging material related to Category 1. The Offeror must provide a minimum of one (1) customer reference including the following information regarding criteria R2:</p> <p>a) The name of the customer; b) The name, title and telephone number of the customer's contact; c) The start date and end date of the agreement or contract with the customer, or the anticipated end date if still active; d) A list of packaging material including at least twenty five (25) items with its Part Number and the NSCM/CAGE sold to the customer (s).</p> <p>Scoring The Offeror has demonstrated the following:</p> <ul style="list-style-type: none"> 10 years and above: 5 points From 5 to <10 years: 2.5 points From >2 to <5 years: 1 point 	/ 5	
<p>R3. Annual sales volume.</p> <p>The Offeror must demonstrate their annual sales volume in the supply of packaging material related to Category 1 for a period of two (2) years since 1 January 2015. The Offeror must provide a minimum of one (1) customer reference including the following information regarding criteria R3:</p>	/ 5	

<p>a) The name of the customer; b) The name, title and telephone number of the customer's contact; c) The start date and end date of the agreement or contract with the customer, or the anticipated end date if still active; d) The annual sales volume per customer; e) A list of packaging material including at least twenty five (25) items with its Part Number and the NSCM/CAGE sold to the customer (s).</p> <p>Scoring The Offeror has demonstrated the following annual sales volumes for a period of two (2) years since 1 January 2015:</p> <ul style="list-style-type: none"> • \$10M and above: 5 points • From \$5M to <\$10M: 2.5 points • From >\$0.50M to <\$5M: 1 point 		
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1.3 Point Rated Technical Criteria (Category 2)

Description of the Rated Requirements	Points	Section for Offeror use only. Indicate the page number for reference
<p>R4. Number of years of experience in the supply of packaging material related to Category 2.</p> <p>The Offeror must demonstrate the number of years of experience in the supply of packaging material related to Category 2. The Offeror must provide a minimum of one (1) customer reference including the following information regarding criteria R4:</p> <p>a) The name of the customer; b) The name, title and telephone number of the customer's contact; c) The start date and end date of the agreement or contract with the customer, or the anticipated end date if still active; d) A list of packaging material including at least fifteen (15) items with its Part Number and the NSCM/CAGE sold to the customer (s).</p> <p>Scoring The Offeror has demonstrated the following:</p> <ul style="list-style-type: none"> • 10 years and above: 5 points • From 5 to < 10 years: 2.5 points • From >2 to <5 years: 1 point 	/ 5	
<p>R5. Annual sales volume.</p> <p>The Offeror must demonstrate their annual sales volume in the supply of packaging material related to Category 2 for a period of two (2) years since 1 January 2015. The Offeror must provide a minimum of one (1) customer reference including the following information regarding criteria R5:</p> <p>a) The name of the customer; b) The name, title and telephone number of the customer's contact; c) The start date and end date of the agreement or contract with the customer, or the anticipated end date if still active; d) The annual sales volume per customer;</p>	/ 5	

<p>e) A list of packaging material including at least fifteen (15) items with its Part Number and the NSCM/CAGE sold to the customer (s).</p> <p>Scoring The Offeror has demonstrated the following annual sales volumes for a period of two (2) years since 1 January 2014:</p> <ul style="list-style-type: none"> • \$10 M and above: 5 points • From \$5M to <\$10M: 2.5 points • From >\$1 M to <\$5M: 1 point 		
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1.4 Point- Rated Technical Criteria (Category 3)

Description of the Rated Requirements	Points	Section for Offeror use only. Indicate the page number for reference
<p>R6. Number of years of experience in the supply of packaging material related to Category 3.</p> <p>The Offeror must demonstrate the number of years of experience in the supply of packaging material related to Category 3. The Offeror must provide a minimum of one (1) customer reference including the following information regarding criteria R6:</p> <p>a) The name of the customer; b) The name, title and telephone number of the customer's contact; c) The start date and end date of the agreement or contract with the customer, or the anticipated end date if still active; d) A list of packaging material including at least five (5) items with its Part Number and the NSCM/CAGE sold to the customer (s).</p> <p>Scoring The Offeror has demonstrated the following:</p> <ul style="list-style-type: none"> • 10 years and above: 5 points • From 5 to <10 years: 2.5 points • From >2 to <5 years: 1 point 	/ 5	
<p>R7. Annual sales volume.</p> <p>The Offeror must demonstrate their annual sales volume in the supply of packaging material related to Category 3 for a period of two (2) years since 1 January 2015. The Offeror must provide a minimum of one (1) customer reference including the following information regarding criteria R7:</p> <p>a) The name of the customer; b) The name, title and telephone number of the customer's contact; c) The start date and end date of the agreement or contract with the customer, or the anticipated end date if still active; d) The annual sales volume per customer; e) A list of packaging material including at least five (5) items with its Part Number and the NSCM/CAGE sold to the customer (s).</p> <p>Scoring The Offeror has demonstrated the following annual sales volumes for a period of two (2) years since 1 January 2015:</p>	/ 5	

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<ul style="list-style-type: none">• \$10 M and above: 5 points• From \$5M to <\$10M: 2.5 points• From >\$1 M to <\$5M: 1 point		
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ANNEX B – PRICING

Annex B is a separate document in MS Excel format available as an attachment file. This document must be filled out.

ANNEX C – DELIVERY

Delivery – Category 1

1. While Routine Delivery of the items is requested within **fifteen (15) calendar days** from receipt of call-up against the Standing Offer, the best delivery that could be offered, which must not exceed **twenty-eight (28) calendar days**, is as follows:

Subcategory (Reference: Annex A)	For each category the delivery of the items will be delivered within the number of calendar days specified below from receipt of a call-up against the Standing Offer
4.1 Shipping Sack	calendar days
4.2 Packing List Envelope	calendar days
4.3 Fast Pack	calendar days
4.4 Mailing Tube	calendar days
4.5 Friction Top Can	calendar days
4.6 Bags and Sacks - Paper	calendar days
4.7 Bags and Tubing - Polyethylene	calendar days
4.8 Miscellaneous Bags and Boxes	calendar days
4.9 Wrap Materials	calendar days
4.10 Barrier Materials	calendar days
4.11 Cushioning Materials	calendar days
4.12 Tapes	calendar days
4.13 Strapping and Accessories	calendar days
4.14 Garbage Bags - Polyethylene	calendar days

2. Delivery for urgent request must be made within **seven (7) calendar days** from receipt of a call-up against the Standing Offer. The items and maximum quantities per call-up subject to urgent deliveries are detailed below:

Subcategory (Reference: Annex A)	Item	Unit of Issue	Maximum Quantities per call-up for Urgent Delivery
4.2 Packing List Envelope	1009	MX	10
4.8 Miscellaneous Bags and Boxes	1074	EA	500
4.11 Cushioning Materials	1093	RO	5
	1096	RO	10
	1101	SH	5
4.12 Tapes	1103	RO	50
4.13 Strapping and Accessories	1105	EA	2,100
	1109	CL	10

Delivery – Category 2

1. While Routine Delivery of the items is requested within **fifteen (15) calendar days** from receipt of a call-up against the Standing Offer, the best delivery that could be offered, which must not exceed **twenty-eight (28) calendar days**, is as follows:

Subcategory (Reference: Annex A)	For each subcategory the delivery of the items will be delivered within the number of calendar days
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	specified below from receipt of a call-up against the Standing Offer
5.1 Corrugated Fiberboard Products	calendar days

2. Delivery for urgent request must be made within **seven (7) calendar days** from receipt of a call-up against the Standing Offer. The items and maximum quantities per call-up subject to urgent deliveries are detailed below:

Subcategory (Reference: Annex A)	Item	Unit of Issue	Maximum Quantities per call-up for Urgent Delivery
5.1 Corrugated Fiberboard Products	2051	EA	600
	2052	EA	600
	2053	EA	600
	2054	EA	600
	2055	EA	600
	2056	EA	600

Delivery – Category 3

1. While Routine Delivery of the items is requested within **fifteen (15) calendar days** from receipt of a call-up against the Standing Offer, the best delivery that could be offered, which must not exceed **twenty-eight (28) calendar days**, is as follows:

Subcategory (Reference: Annex A)	For each subcategory the delivery of the items will be delivered within the number of calendar days specified below from receipt of a call-up against the Standing Offer.
6.1 Dangerous Goods – Approved Packaging for Shipment	calendar days
6.2 Skip Box Container	calendar days

2. Delivery for urgent request must be made within **seven (7) calendar days** from receipt of a call-up against the Standing Offer. The items and maximum quantities per call-up subject to urgent deliveries are detailed below:

Subcategory (Reference: Annex A)	Item	Unit of Issue	Maximum Quantities per call-up for Urgent Delivery
6.1 Dangerous Goods – Approved Packaging for Shipment	3004	EA	20
	3007	EA	20
	3008	EA	20
	3009	EA	20
	3010	EA	20
	3011	EA	20
	3015	EA	10
	3016	EA	48
	3017	PG	50
	3019	EA	24
6.2 Skip Box Container	3022	EA	10
	3023	EA	50

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**ANNEX D – CALL-UP AGAINST A STANDING OFFER FOR
PROVINCIAL/TERRITORIAL IDENTIFIED USER**



Call-up Against a Standing Offer Commande subséquente à une offre à commandes

Ship to - Expédier à

To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

Billing Address - Adresse de facturation

☐ Same as Above
Comme ci-dessus

Au fournisseur : L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commande seront fournis dans la commande subséquente à l'offre à commandes.

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants

Vendor's Name and Address - Nom et adresse du fournisseur

Standing Offer No. - N° de l'offre à commandes

Call-up No. - N° de commandes subs

Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
		\$0.00	\$0.00

Item No. N° de l'article	Item Description Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire \$	Extended Price Prix calculé \$
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Special Instructions - Instructions particulières

Total **\$0.00**

For further information, call - Pour renseignements supplémentaires, contacter

Name
Nom

Telephone No.
N° de téléphone

Email
Courriel

Delivery required by
Livraison requise le (Y-A-MM-D-J)

Authorized Signature - Signature autorisée
(Mandatory - Obligatoire)

Date (Y-A-MM-D-J)

Standing Offer No. - N° de l'offre à commandes	Call-up No. - N° de commandes subs	Page of de
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ANNEX E - GENERAL CONDITIONS 2009 – STANDING OFFERS – GOODS OR SERVICES – AUTHORIZED USERS

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

- [01 Interpretation](#)
- [02 General](#)
- [03 Standard conditions and clauses](#)
- [04 Offer](#)
- [05 Call-ups](#)
- [06 Withdrawal](#)
- [07 Revision](#)
- [08 Joint Venture](#)
- [09 Disclosure of Information](#)
- [10 Publication of Standing Offer Information](#)
- [11 Integrity Provisions—Standing Offer](#)
- [12 Access to Information](#)
- [13 Default by the Offeror](#)
- [14 Code of Conduct for Procurement—Standing Offer](#)

2009 01 (2018-07-16) Interpretation

In the Standing Offer, unless the context otherwise requires:

"Authorized User"

means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized to make call-ups against the Standing Offer;

"Call-up"

means an order issued by an Authorized User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between the Authorized User and the Offeror for the goods, services or both described in the Call-up;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

"Federal Identified User"

means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11;

"Offeror"

means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Authorized Users under the Standing Offer;

"Provincial/Territorial Identified User"

means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Standing Offer;

"Standing Offer"

means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the [Standard Acquisition Clauses and Conditions Manual](#), these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority"

means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to permit Authorized Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Authorized Users.

2009 02 (2018-07-16) General

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Authorized Users to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Authorized Users have the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

2009 03 (2018-07-16) Standard conditions and clauses

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference and form part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract.

2009 04 (2018-07-16) Offer

1. The Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when Authorized Users may request those goods or services or combination of goods and services, in accordance with the conditions listed at subsection 2 below.
2. The Offeror understands and agrees that:

- a. a call-up against the Standing Offer will form a contract only when those goods or services or combination of goods and services have been requested, provided that the Call-up is made in accordance with the provisions of the Standing Offer;
- b. Canada's liability is limited to that which arises from Call-ups against the Standing Offer made by Federal Identified Users only and within the period specified in the Standing Offer;
- c. Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the Provincial/Territorial Identified User accepts all responsibilities and liabilities associated with the issuance and management of the call-up;
- d. Canada may require that the purchase of goods or services or combination of goods and services listed in the Standing Offer be made using an electronic purchasing tool. Unless otherwise specified in the Standing Offer, Canada will provide the Offeror at least three months' notice before imposing such a requirement;
- e. the Standing Offer cannot be assigned or transferred in whole or in part;
- f. the Standing Offer may be set aside by Canada at any time.

2009 05 (2018-07-16) Call-ups

If applicable, the Authorized Users will use the form included in the Standing Offer to order goods or services or combination of goods and services. Requests for goods or services or combination of goods and services may also be initiated through telephone calls, facsimiles, emails, etc. or by using acquisition cards (Visa or MasterCard).

Call-ups ordered and paid for with acquisition cards (Visa and MasterCard), including Call-ups made by telephone calls must be confirmed in writing through emails, facsimiles or other means, and must be in accordance with the terms and conditions and at the prices stipulated in the Standing Offer.

2009 06 (2018-07-16) Withdrawal

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

2009 07 (2018-07-16) Revision

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.

2009 08 (2018-07-16) Joint Venture

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by Canada.

2009 09 (2018-07-16) Disclosure of Information

The Offeror agrees to the disclosure of its standing offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Authorized Users, their employees, agents or servants, in relation to such disclosure.

2009 10 (2018-07-16) Publication of Standing Offer information

1. The Offeror agrees that Canada may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:
 - a. the conditions of the Standing Offer;
 - b. the Offeror's procurement business number, its name, the name, address, telephone number, fax number and email address of its representative;
 - c. the Offeror's profile and its level of security clearance;
 - d. the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.
2. Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately.

2009 11 (2018-07-16) Integrity Provisions—Standing Offer

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Offeror must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

2009 12 (2018-07-16) Access to Information

Records created by the Offeror, and under the control of the Authorized Users, are subject to federal or provincial/territorial access to information and privacy laws as applicable. The Offeror acknowledges the responsibilities of the Authorized Users under these laws and must, to the extent possible, assist the Authorized Users in discharging these responsibilities.

Furthermore, the Offeror acknowledges that section 67.1 of the [Access to Information Act](#), R.S.C. 1985, c. A-1, or its equivalent at the provincial/territorial level, provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#), or its equivalent at the provincial/territorial level, is guilty of an offence and is liable to imprisonment or a fine, or both.

2009 13 (2018-07-16) Default by the Offeror

1. If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
2. If the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or an order is made or a resolution passed for the winding-up

of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer.

2009 14 (2018-07-16) Code of Conduct for Procurement—Standing Offer

The Offeror agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

ANNEX F – GENERAL CONDITIONS 2015A - GENERAL CONDITIONS – GOODS - AUTHORIZED USERS - (MEDIUM COMPLEXITY)

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

These general conditions are to be used for medium complexity competitive or non-competitive requirements. Commercial goods are defined as off-the-shelf commercial products, off-the-shelf electrical and electronics products, off-the-shelf commercial spare parts with military specifications, standard information management/information technology requirements.

- [01 Interpretation](#)
- [02 Standard Clauses and Conditions](#)
- [03 Powers of Authorized User](#)
- [04 Status of the Contractor](#)
- [05 Condition of Material](#)
- [06 Time of the Essence](#)
- [07 Excusable Delay](#)
- [08 Inspection and Acceptance of the Work](#)
- [09 Warranty](#)
- [10 Invoice Submission](#)
- [11 Taxes](#)
- [12 Transportation Costs](#)
- [13 Transportation Carriers' Liability](#)
- [14 Shipment Documentation](#)
- [15 Payment Period](#)
- [16 Interest on Overdue Accounts*](#)
- [17 Audit](#)
- [18 Compliance with Applicable Laws](#)
- [19 Ownership](#)
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2015A 01 (2018-07-16) Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement"

means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Authorized User"

means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Contract;

"Authorized User's Property"

means anything supplied to the Contractor by or on behalf of the Authorized User for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by the Authorized User under the Contract;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract"

means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority"

means the person designated by that title in the Contract, or by notice to the Contractor, to act as the Authorized User's representative to manage the Contract;

"Contractor"

means the person, entity or entities named in the Contract to supply goods, services or both to the Authorized User;

"Contract Price"

means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost"

means cost determined according to [Contract Cost Principles 1031-2](#) as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Federal Identified User"

means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11;

"Party"

means the Authorized User, the Contractor or any other signatory to the Contract and "Parties" means all of them;

"Provincial/Territorial Identified User"

means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work"

means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2015A 02 (2018-07-16) Standard Clauses and Conditions

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

2015A 03 (2018-07-16) Powers of Authorized User

All rights, remedies, powers and discretions granted or acquired by the Authorized User under the Contract or by law are cumulative, not exclusive.

2015A 04 (2018-07-16) Status of the Contractor

The Contractor is an independent contractor engaged by the Authorized User to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between the Authorized User and the other Party or Parties. The Contractor must not represent itself as an agent or representative of the Authorized User to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of the Authorized User. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

2015A 05 (2018-07-16) Condition of Material

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

2015A 06 (2018-07-16) Time of the Essence

It is essential that the Work be delivered within or at the time stated in the Contract.

2015A 07 (2018-07-16) Excusable Delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - a. is beyond the reasonable control of the Contractor;
 - b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
 - d. occurred without the fault or neglect of the Contractor, will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless the Authorized User has caused the delay by failing to meet an obligation under the Contract, the Authorized User will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the

termination and anything that the Contractor has acquired or produced specifically to perform the Contract. The Authorized User will pay the Contractor:

- a. the value, of all completed parts of the Work delivered to and accepted by the Authorized User, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
- b. the Cost to the Contractor that the Authorized User considers reasonable in respect of anything else delivered to and accepted by the Authorized User.

The total amount paid by the Authorized User under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

2015A 08 (2018-07-16) Inspection and Acceptance of the Work

All the Work is subject to inspection and acceptance by the Authorized User. Inspection and acceptance of the Work by the Authorized User do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. The Authorized User will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

2015A 09 (2018-07-16) Warranty

1. Despite inspection and acceptance of the Work by or on behalf of the Authorized User without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by the Authorized User to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. The Authorized User must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good, and the Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by the Authorized User. If, in the opinion of the Authorized User, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location and will be reimbursed its reasonable travel and living expenses.
3. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:
 - a. the warranty period remaining, including the extension, or
 - b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

2015A 10 (2018-07-16) Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:

- a. the date, the name and address of the Authorized User, item or reference numbers, deliverable/description of the Work, contract number, Authorized Users (client) Reference Number (CRN). Procurement Business Number (PBN), and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2015A 11 (2018-07-16) Taxes

1. Authorized Users are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by the Authorized User as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use the Authorized User's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent — Canada Revenue Agency

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2015A 12 (2018-07-16) Transportation Costs

If transportation costs are payable by the Authorized User under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

2015A 13 (2018-07-16) Transportation Carriers' Liability

The Authorized User's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the Authorized User (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

2015A 14 (2018-07-16) Shipment Documentation

For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

2015A 15 (2018-07-16) Payment Period

1. The Authorized User's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the Authorized User will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the Authorized User to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2015A 16 (2018-07-16) Interest on Overdue Accounts*

*This clause is applicable where payment of interests of overdue accounts is not prohibited by law in an Authorized User's jurisdiction.

1. For the purpose of this section:

"Average Rate"

means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate"

means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association (Payments Canada);

"date of payment"

for a Federal Identified User means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

for a Provincial/Territorial Identified User means the date of the negotiable instrument drawn by the appropriate authorities of the province/territory to pay any amount under the Contract;

"an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. The Authorized User will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to the Authorized User for interest to be payable.
3. The Authorized User will pay interest in accordance with this section only if the Authorized User is responsible for the delay in paying the Contractor. The Authorized User will not pay interest on overdue advance payments.

2015A 17 (2018-07-16) Audit

The amount claimed under the Contract is subject to an audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

2015A 18 (2018-07-16) Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to the Authorized User at such times as the Authorized User may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Authorized User.

2015A 19 (2018-07-16) Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to the Authorized User after delivery and acceptance by or on behalf of the Authorized User.
2. However if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by the Authorized User belongs to the Authorized User upon such payment being made. This transfer of ownership does not constitute acceptance by the Authorized User of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to the Authorized User in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to the Authorized User, the Contractor must, if requested by the Authorized User, establish to the Authorized User's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that the Authorized User may require.

2015A 20 (2018-07-16) Authorized User's Property

The Contractor must take reasonable and proper care of all Authorized User's property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

2015A 21 (2018-07-16) Amendment

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

2015A 22 (2018-07-16) Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon any Authorized User.

2015A 23 (2018-07-16) Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada or any other applicable provincial law, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If the Authorized User gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Authorized User for all losses and damages suffered by the Authorized User because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Authorized User in procuring the Work from another source. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work which have not been delivered and accepted before the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.
5. Subject to the deduction of any claim that the Authorized User may have against the Contractor arising under the Contract or out of the termination, the Authorized User will pay the Contractor the value, determined on the basis of the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work and the Cost to the Contractor that the Contracting Authority considers reasonable in respect of all

materials, parts, plant, equipment or work-in-process delivered to the Authorized User pursuant to a direction under subsection 4 and accepted by the Authorized User.

2015A 24 (2020-05-28) Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by the Authorized User. The Contractor agrees that it will only be paid the following amounts:
 - a. on the basis of the Contract Price, for any part of the Work completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - b. the Cost incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. The Authorized User may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by the Authorized User under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

2015A 25 (2018-07-16) Right of Set-off

Without restricting any right of set-off given by law, the Authorized User may set-off against any amount payable to the Contractor under the Contract, any amount payable to the Authorized User by the Contractor under the Contract or under any other current contract. The Authorized Users may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to the Authorized Users by the Contractor which, by virtue of the right of set-off, may be retained by the Authorized Users.

2015A 26 (2018-07-16) Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of Interest Act](#), 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

2015A 27 (2018-07-16) Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

2015A 28 (2018-07-16) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Authorized User cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Authorized User any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the Authorized User if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section 24.

2015A 29 (2018-07-16) Integrity Provisions — contract

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

2015A 30 (2018-07-16) Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

2015A 31 (2018-07-16) Code of Conduct for Procurement — contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

ANNEX G – 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)

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- ☐ VISA Acquisition Card;
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- ☐ Wire Transfer (International Only);