



**RETURN BIDS TO:**

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Box/Boîte de Réception des Soumissions  
Bid Receiving Box/Boîte de Récepti  
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100-1045 Main Street  
Moncton  
New Brunswick  
E1C 1H1  
Bid Fax: (506) 851-6759

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Acquisitions NB/PEI (Moncton Office) – Bureau  
d'acquisitions N.-B./Î.-P.-É. (Moncton)  
1045 Main Street / 1045, rue Main  
Moncton  
New Bruns  
E1C 1H1

<b>Title - Sujet</b> RISO 3D Print Consumables	
<b>Solicitation No. - N° de l'invitation</b> W2037-190060/C	<b>Date</b> 2020-11-25
<b>Client Reference No. - N° de référence du client</b> W2037-190060	<b>Amendment No. - N° modif.</b> 002
<b>File No. - N° de dossier</b> MCT-8-41046 (032)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-032-5793	
<b>Date of Original Request for Standing Offer</b> 2020-10-21 <b>Date de la demande de l'offre à commandes originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Standard Time AST <b>on - le 2020-12-03</b> Heure Normale de l'Atlantique HNA	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Savoie (MCT), Ginette	<b>Buyer Id - Id de l'acheteur</b> mct032
<b>Telephone No. - N° de téléphone</b> (506) 381-2680 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation  
W2037-190060/C  
Client Ref. No. - N° de réf. du client  
W2037-190060

Amd. No. - N° de la modif.  
002  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
mct032  
CCC No./N° CCC - FMS No./N° VME

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Solicitation Amendment No. **002**

This solicitation is hereby amended to:

Reference: **Closing date appearing of page one of the solicitation document**

**DELETE** the closing date of **December 1, 2020** and  
**INSERT** the revised closing date of **December 3, 2020**.

And to also:

**DELETE:** Annex B  
**INSERT:** Annex B – revised November 25, 2020

And to also:

**DELETE:** Bid Solicitation and Resulting Clauses  
**INSERT:** Bid Solicitation and Resulting Clauses – revised November 25, 2020

If your bid has already been forwarded and you wish to revise same, this revision should be sent either in a sealed envelope and mailed to the above address or by facsimile (506) 851-6759 and reach the undersigned before the appropriate closing date. The solicitation number and the closing date are to be shown on the outside of the sealed envelope or on the facsimile transmission.

All other terms and conditions of the solicitation document remain unchanged.

All enquiries concerning this amendment are to be forwarded to:

Name                      Ginette Savoie  
Telephone No.: (506) 381-2680  
Facsimile No:    (506) 851-6759

## Annex “B”

### Basis of Payment – revised November 25, 2020

#### 1.0 Basis of Payment

- 1.1. Offerors will be paid in Canadian dollars, firm unit and/or lot prices, Harmonized Sales Tax extra, FOB Destination, **including** delivery charges, customs duties and excise taxes included.
- 1.2. The unit prices offered below at 3.0 List of Items are ceiling prices, subject to downward adjustment only.
- 1.3. The List of Items herein is a list of 3D print supplies that may be purchased under the RISO. This list is not all inclusive, and items of a similar nature not listed herein may be ordered against the RISO at the discount offered below. **The RISO must NOT be used for printers, equipment, maintenance packages, or other related services.**

#### 2.0 Period

#### 3.0 List of Items

##### 3.1. Category 1, Printer: Connex 500

Item	Product #	Description	Unit of Issue	Estimated Usage (Per Yr)	Unit Price, FOB Destination Dec 15, 2020 to Nov 30, 2021	Unit Price, FOB Destination Dec 1, 2021 to Nov 30, 2022	Unit Price, FOB Destination Dec 1, 2022 to Nov 30, 2023
3.1.1	OBJ-03258	Full Cure 835, VeroWhitePlus 3.6KG Package of 1	EA	20	\$	\$	\$
3.1.2	OBJ-03286	Full Cure 875, VeroBlack Model Resin 3.6KG Package of 1	EA	4	\$	\$	\$
3.1.3	OBJ-03204	Full Cure 840, VeroBlue Model Resin 3.6KG Package of 1	EA	4	\$	\$	\$
3.1.4	OBJ-03271	Full Cure 810, VeroClear 3.6KG Package of 1	EA	2	\$	\$	\$
3.1.5	OBJ-03231	Flex 980, TangoBlackPlus 3.6KG Package of 1	EA	16	\$	\$	\$

Item	Product #	Description	Unit of Issue	Estimated Usage (Per Yr)	Unit Price, FOB Destination Dec 15, 2020 to Nov 30, 2021	Unit Price, FOB Destination Dec 1, 2021 to Nov 30, 2022	Unit Price, FOB Destination Dec 1, 2022 to Nov 30, 2023
3.1.6	OBJ-03200	Full Cure 705, Support Resin 3.6KG Package of 1	EA	40	\$	\$	\$
3.1.7	OBJ-04016	Support Cleaning Fluid 3.6kg Package of 1	EA	1	\$	\$	\$
3.1.8	OBJ-04018	Model Cleaning Fluid 3.6kg Package of 1	EA	1	\$	\$	\$
3.1.9	KIT-03050-S	Connex 500 Waste Containers Package of 3	EA	6	\$	\$	\$
3.1.10	OBJ-04036	Vero Gray Full Cure 850 3.6kg package of 1	EA	2	\$	\$	\$

### 3.1.11 MISCELLANEOUS

Other miscellaneous similar type products shall be in accordance with \_\_\_\_\_ Suggested List Price, less a discount of:

Period 1: \_\_\_\_\_ percent. (Estimated usage \$ 3,000 - less discount offered)  
Period 2: \_\_\_\_\_ percent. (Estimated usage \$ 3,000 - less discount offered)  
Period 3: \_\_\_\_\_ percent. (Estimated usage \$ 3,000 - less discount offered)

### 3.2 Category 2, Printer: ProJet 860 Pro

Item	Product #	Description	Unit of Issue	Estimated Usage	Unit Price, FOB Destination Dec 15, 2020 Nov 30, 2021	Unit Price, FOB Destination Dec 1, 2021 to Nov 30, 2022	Unit Price, FOB Destination Dec 1, 2022 to Nov 30, 2023
3.2.1	360436-00	VisiJet PXL Ink Cartridge BLACK	EA	30	\$	\$	\$
3.2.2	360438-00	VisiJet PXL Ink Cartridge CYAN	EA	30	\$	\$	\$
3.2.3	360440-00	VisiJet PXL Ink Cartridge MAGENTA	EA	30	\$	\$	\$
3.2.4	360442-00	VisiJet PXL Ink Cartridge YELLOW	EA	30	\$	\$	\$
3.2.5	360434-00	VisiJet PXL Ink Cartridge CLEAR	EA	40	\$	\$	\$
3.2.6	360430-00	VisiJet PXL Core 14 KG	EA	20	\$	\$	\$
3.2.7	22-50065	ProJet x60Pro Waste Tray	EA	20	\$	\$	\$
3.2.8	360446-00	Cleaning Solution Pro Cartridge	EA	40	\$	\$	\$
3.2.9	360 449	Colour Bond 2Kg container	EA	30	\$	\$	\$
3.2.10	C4810A	HP 11 Print heads, PN 22-15254	EA	100	\$	\$	\$

### 3.2.11 MISCELLANEOUS

Other miscellaneous similar type products shall be in accordance with \_\_\_\_\_ Suggested List Price, less a discount of:

Period 1: \_\_\_\_\_ percent. (Estimated usage \$ 3,000 - less discount offered)  
 Period 2: \_\_\_\_\_ percent. (Estimated usage \$ 3,000 - less discount offered)  
 Period 3: \_\_\_\_\_ percent. (Estimated usage \$ 3,000 - less discount offered)

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**Reissue of Bid Solicitation – revised November 25, 2020**

*This bid solicitation cancels and supersedes previous bid solicitation number W2037-190060/B dated 2018-10-19 with a closing date of 2018-11-30.*

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File No. - N° du dossier  
MCT-8-41046

Buyer ID - Id de l'acheteur  
mct032  
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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

The Annexes include:

- |         |                               |
|---------|-------------------------------|
| Annex A | Statement of Requirement      |
| Annex B | Basis of Payment              |
| Annex C | List of Board of Directors    |
| Annex D | Electronic Payment Instrument |

### 1.2 Summary

Request for a Standing Offer for the provision of 3D print consumables for use with various makes and models of 3D printers to the Combat Training Centre (CTC) Tactics School, Army Learning Support Centre (ALSC), in Oromocto, New Brunswick, on an "as and when requested" basis, for the period from August 1, 2019 to July 31, 2022, inclusive.

The Offeror must provide **ALL** Original Equipment Manufacturer (OEM) parts and supplies detailed in Annex B, Basis of Payment. Offerors may bid on one category, multiple categories or all categories, if applicable. Remanufactured and compatible parts are **NOT** acceptable.

As per the Integrity Provisions under section 01 of Standard Instructions 2006, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.



The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-United States-Mexico Agreement (CUSMA), and the Canadian Free Trade Agreement (CFTA).

### 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.

## 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) (<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](#) (2014/09/25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16
M1004T	Condition of Material	2011/05/16

### 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 New Brunswick/Prince Edward Island (NB/PEI) the email address is:

[TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca)

PWGSC Acquisitions, Bid Receiving Box  
1st Floor, Suite 1212  
100-1045 Main Street  
Moncton, NB E1C 1H1

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

Facsimile number: (506) 851-6759

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

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

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

## **2.4 Applicable Laws**

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

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

# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

## **3.1 Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard copy)

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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

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

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

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

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

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

#### **3.1.1 Payment by Credit Card**

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

#### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013/11/06), Exchange Rate Fluctuation

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

As per Annex A, Statement of Requirement.

#### 4.1.2 Financial Evaluation

The evaluated cost/total offer price will be based on the aggregate of all the extended prices for all of the line items in each category, detailed at Annex B, Basis of Payment.

To be deemed responsive, Bidders MUST:

Category 1: For Category 1, bidders MUST bid on all items in Category 1;  
Category 2: For Category 2, bidders MUST bid on all items in Category 2; and  
Category 3: For Category 3, bidders MUST bid on all items in Category 3.

##### 4.1.2.1 SACC Manual Clauses

SACC Reference	Section	Date
M0220T	Evaluation of Price	2013/04/25

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection - Multiple Items

It is anticipated a maximum of three standing offers will be recommended for use as a result of this solicitation.

The lowest priced responsive bids will be recommended for issuance of standing offers, in accordance with the following:

Category 1 (100% of allocated funds – \$173,950.00)

Category 2 (100% of allocated funds – \$24,400.00)

Category 3 (100% of allocated funds – \$106,800.00)

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

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(Derived from - Provenant de: M0032T, 2014/11/27)

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Precedent to Issuance of a Standing Offer**

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### **5.1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

- 6.1.1** The Offeror offers to fulfill the requirement in accordance with the requirement at Annex A.

#### 6.2 Security Requirements

- 6.2.1** There is **no security requirement** applicable to this Standing Offer.

#### 6.3 Standard Clauses and Conditions

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

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### 6.3.1 General Conditions

2005 (2014/09/25) General Conditions - Standing Offers - Goods or Services, apply to and form part 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 to December 15, 2020 to December 14, 2022.

### 6.5 Authorities

#### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Ginette Savoie  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
1045 Main Street, Unit 108  
Moncton, New Brunswick  
E1C 1H1  
Telephone: (506) 381-2680  
Facsimile: (506) 851-6759  
E-mail address: ginette.savoie@pwgsc-tpsgc.gc.ca

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

#### 6.5.2 Project Authority

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

Solicitation No. - N° de l'invitation  
W2037-190060/C  
Client Ref. No. - N° de réf. du client  
W2037-190060/C

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-8-41046

Buyer ID - Id de l'acheteur  
mct032  
CCC No./N° CCC - FMS No./N° VME

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**6.5.3 Offeror's Representative** *Offerors are to provide the following information:*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence  
Combat Training Centre (CTC) Tactics School  
Army Learning Centre  
Oromocto, NB E2V 4J5

**6.7 Call-up Procedures**

The client shall make a call-up to the lowest priced supplier for a particular item in a particular category.

**6.8 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or electronic document.

**6.9 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

**6.10 Financial Limitation - Total**

The total cost to Canada resulting from call ups against the Standing Offer(s) must not exceed the sum of \$305,150.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.



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

*(Derived from - Provenant de: M4506C, 2013/04/25 )*

## **6.11 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the supplemental general conditions 4011 (2012/07/16) Goods – Medium Complexity;
- d) the general conditions 2005 (2017/06/21), General Conditions - Standing Offers - Goods or Services
- e) the general conditions 2010A (2018/06/21), General Conditions - Goods (Medium Complexity);
- f) Annex A, Statement of Requirement
- g) Annex B, Basis of Payment; and
- h) the Offeror's offer dated \_\_\_\_\_.

## **6.12 Certifications**

### **6.12.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## **6.13 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 New Brunswick.

## **B. RESULTING CONTRACT CLAUSES**

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

## 6.1 Requirement

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

## 6.2 Standard Clauses and Conditions

### 6.2.1 General Conditions

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

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

### 6.2.2 Supplemental General Conditions

4011 (2012/07/16) Goods – Medium Complexity, apply to and form part of the Contract.

## 6.3 Term of Contract

### 6.3.1 Period of the Contract

Delivery must be within fourteen (14) calendar days from receipt of a call-up against the Standing Offer for standard requirements, within seven (7) calendar days for urgent requirements, or as required by call-up.

## 6.4 Payment

### 6.4.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment at Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

(Derived from - Provenant de: C0206C, 2013/04/25 )

### 6.4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

(Derived from - Provenant de: C6001C, 2013/04/25 )

#### 6.4.3 SACC Manual Clauses

SACC Reference	Section	Date
C2000C	Taxes - Foreign-based Contractor	2007/11/30
H1001C	Multiple Payments	2008/05/12

#### 6.4.4 Payment by Credit Card

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

**It is DND's preference that payments for call-ups under \$5,000.00 be paid by credit card.**

#### 6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(Derived from - Provenant de: H5001C, 2008/12/12 )

#### 6.6 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2014/06/26
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

#### 6.7 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Combat Training Centre Tactics School, Oromocto, New Brunswick, Incoterms 2000 for shipments from a commercial contractor.

(Derived from - Provenant de: D4001C, 2008/12/12 )