



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR STANDING OFFER DEMANDE D'OFFRE A COMMANDES

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Paige Morris
Paige.Morris@forces.gc.ca

Proposal To: National Defence Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Title/Titre Batteries for Vehicles / Gensets / Combat Support Equipment/ Batteries pour véhicules / Groupes électrogènes / Équipement de soutien au combat	Solicitation No – N° de l'invitation W8486-217561/A
Date of Solicitation – Date de l'invitation November 18th, 2021	
Address Enquiries to – Adresser toutes questions à Paige Morris Paige.Morris@forces.gc.ca	
Telephone No. – N° de téléphone 343-552-7713	FAX No – N° de fax
Destination See herein	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Solicitation Closes – L'invitation prend fin

At – à : 14 :00 EST (Eastern Standard Time)

On - le : December 3rd, 2021

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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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;
- 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 and attachments include the Requirement, Basis of payment, Pricing Schedule and the Electronic Payment Instruments.

1.2 Summary

The Department of National Defence has a requirement for the replenishment of multiple batteries in support of Army vehicles. The delivery is requested at Canadian Forces Supply Depots (CFSD) in Montreal (Quebec) and Edmonton (Alberta) upon receipt of a Call-Up against the Standing Offer.

This requirement is for an initial period of One (1) year from the effective date of the Standing Offer, with an option to extend the offer by two (2) additional periods of six (6) months.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Comprehensive and Economic Trade Agreement (CETA) and the Canada-Ukraine Free Trade Agreement (CUFTA).

1.3 Security Requirements

There is no security requirement applicable to the Standing Offer.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within fifteen (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](#) (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, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Offers, is deleted in its entirety and replaced with the following:

Send its Offers only to the address specified in the bid solicitation.

- d) Section 06, Late Bids, Is deleted in its entirety;
- e) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

It is the Offeror's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of offers will not be accepted.
- f) Section 08, Transmission by Facsimile or e-post connect, is deleted in its entirety.

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 Electronic Submission of Offers

- a) Offers must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the offer solicitation.
- b) **Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Offeror or Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Offeror's responsibility to ensure that the Contracting Authority has received the entire submission. Offerors should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Offerors are

requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

2.2.1 Equivalent products

Equivalent Products:

- 1) Products that are equivalent in form, fit, function and quality to the item(s) specified in the Request for Standing Offer will be considered where the Offeror:
 - a) designates the brand name, model and/or part number of the substitute product;
- 2) Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a) the offer fails to provide all the information requested to allow the Contracting 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 Request for Standing Offer 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, specification, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the Request for Standing Offer, at the sole cost of Offerors, within 7 calendar days of the request. If the Offeror fails to provide the requested information within the specified delay, Canada may declare the offer non-responsive.

Equivalent Products and Replacement Part Number from OEM – Samples

- 2) If the Offeror offers an equivalent product or a replacement part number from the OEM, Canada reserves the right to request a sample from the Offeror in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the Request for Standing Offer.
- 3) The Offeror must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within 7 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 requirement of the Request for Standing Offer or the Offeror fails to comply with the request of the Contracting Authority, the offer will be declared non-responsive.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (soft copy via email)

Section II: Financial Offer (soft copy via email)

Section III: Certifications (soft copy via email)

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

Offerors must use Attachment 1 to Part 3 to indicate their prices. Offerors must include Attachment 1 to Part 3 in their financial offer. The total amount of Applicable Taxes must be shown separately

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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

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 as follows:

Offerors must submit firm prices, Delivered Duty Paid (DDP) at 6363 rue Notre Dame St. E Montreal, QC H1N 3V9 Incoterms and 7 CF Supply Depot Lancaster Park Edmonton, Alta P.O box 10500 195 Ave. T5J 4J5 Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Offers must be submitted in Canadian dollars.

Pricing - Multi-Item Offer Solicitation

Offerors do not have to quote a price for all items identified in the Offer solicitation. However, Offerors must quote a price for all items with identical Nato Stock Numbers in order to be evaluated. Offerors may withdraw one or more items from their Offer, after Offer closing but prior to contract award, by advising, in writing, the Contracting Authority.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 2 to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Item #	NSN/ PCSN	PN/ Model	Criteria Item #	Description: Technical Evaluation Criteria & Standard	Status Met Criteria Standard (Yes or No)
1 & 2	6140-01-446-9506	6TMT-Type II	1	Bidders must provide Certificate of Conformance (CoC) in the form of a letter by an authorized representative of the battery manufacture that certifies their offered battery is manufactured in strict compliance to the Performance Specification: ATPD 2206. More specifically, the letter must attest that the offered battery meets the following three specifications: 1. Type Designation: 6TMF. 2. Type: II. 3. Condition: Charged and Wet. Offerors must provide NSN 6140-01-446-9506, P/N 6TMF Type II or equivalent	
			2	Bidders must provide a narrative description of their packaging material and method to demonstrate they meet the following requirements. * Batteries must be contained within an acid-proof liner of sufficient strength and adequately sealed to positively preclude leakage in the event of spillage. * Each battery shall be individually packaged in a double walled corrugated fiberboard box that is strong enough to withstand the weight on its own.	
3 & 4	6140-01-693-7241	ODP-AGM8D	1	Bidders must provide Certificate of Conformance (CoC) in the form of a letter by an authorized representative of the battery manufacture that certifies their offered battery P/N ODP-AGM8D (or equivalent) is manufactured in strict compliance to the maufacurer's published specifications.	

			2	Bidders must provide a narrative description of their packaging material and method to demonstrate they meet the following requirements. * Each battery shall be individually packaged in a corrugated fiberboard box that is strong enough to withstand the weight on its own.	
5 & 6	6140-01-378-8232	8002-002 Model 34 Red Top	1	Bidders must provide Certificate of Conformance (CoC) in the form of a letter by an authorized representative of the battery manufacture that certifies their offered battery NSN 6140-01-378-8232, P/N 8002-002, REDTOP Model 34 (or equivalent) is manufactured in strict compliance to the maufacurer's published specifications.	
			2	Bidders must provide a narrative description of their packaging material and method to demonstrate they meet the following requirements. * Each battery shall be individually packaged in a corrugated fiberboard box that is strong enough to withstand the weight on its own.	
7 & 8	6140-01-529-7226	8073-167 Model D51R Yellow Top	1	Bidders must provide Certificate of Conformance (CoC) in the form of a letter by an authorized representative of the battery manufacture that certifies their offered battery NSN 6140-01-529-7226 , P/N 8073-167, YELLOWTOP Model D51R (or equivalent) is manufactured in strict compliance to the maufacurer's published specifications.	
			2	Bidders must provide a narrative description of their packaging material and method to demonstrate they meet the following requirements. * Each battery shall be individually packaged in a corrugated fiberboard box that is strong enough to withstand the weight on its own.	
9 & 10	6140-01-523-6288	8071-167 Model D51 Yellow Top	1	Bidders must provide Certificate of Conformance (CoC) in the form of a letter by an authorized representative of the battery manufacture that certifies their offered battery NSN 6140-01-523-6288, P/N 8071-167, YELLOWTOP Model D51 (or equivalent) is manufactured in strict compliance to the maufacurer's published specifications	
			2	Bidders must provide a narrative description of their packaging material and method to demonstrate they meet the following requirements. * Each battery shall be individually packaged in a corrugated fiberboard box that is strong enough to withstand the weight on its own.	

11 & 12	6140-01-484-5349	0766-4015 MILP C 1200	1	Bidders must provide Certificate of Conformance (CoC) in the form of a letter by an authorized representative of the battery manufacture that certifies their offered battery NSN 6140-01-484-5349, P/N 0766-4015, Model MILPC1200 (or equivalent) is manufactured in strict compliance to the maufacurer's published specifications.
			2	Bidders must provide a narrative description of their packaging material and method to demonstrate they meet the following requirements. * Each battery shall be individually packaged in a corrugated fiberboard box that is strong enough to withstand the weight on its own.
13 & 14	6140-01-571-0490	ODS - AG M8E	1	Bidders must provide Certificate of Conformance (CoC) in the form of a letter by an authorized representative of the battery manufacture that certifies their offered battery NSN 6140-01-571-0490, P/N ODS-AGM8E (or equivalent) is manufactured in strict compliance to the maufacurer's published specifications.
			2	Bidders must provide a narrative description of their packaging material and method to demonstrate they meet the following requirements. * Each battery shall be individually packaged in a corrugated fiberboard box that is strong enough to withstand the weight on its own.
15 & 16	6140-01-624-2917	PS-1214 0	1	Bidders must provide Certificate of Conformance (CoC) in the form of a letter by an authorized representative of the battery manufacture that certifies their offered battery NSN 6140-01-624-2917, P/N PS-12140 (or equivalent) is manufactured in strict compliance to the maufacurer's published specifications.
			2	Bidders must provide a narrative description of their packaging material and method to demonstrate they meet the following requirements. * Each battery shall be individually packaged in a corrugated fiberboard box that is strong enough to withstand the weight on its own.

4.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at 6363 rue Notre Dame St. E Montreal, QC H1N 3V9 and 7 CF Supply Depot Lancaster Park Edmonton, Alta P.O box 10500 195 Ave. T5J 4J5 Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

Basis of Selection – Multiple Items

A offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price per Nato Stock Number will be recommended for award of Standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications 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.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

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" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2005 (2017-06-21) General Conditions - General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that Minister.

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 for one (1) year after the date of the standing offer award.

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 two (2) periods of six (6) months 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 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, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to

locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

6.4.4 Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract as per Incoterms 2010 "DDP Delivered Duty Paid" at 6363 rue Notre Dame St. E Montreal, QC H1N 3V9 and 7 CF Supply Depot Lancaster Park Edmonton, Alta P.O box 10500 195 Ave. T5J 4J5

2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.
 - a. 7 CF Supply Depot Lancaster Park
Edmonton, Alta
Telephone: 780-973-4011, ext. 4524
 - b. 25 CF Supply Depot Montreal
Montreal, Qué.
E-mail: 25DAFCTrafficRDV@forces.gc.ca

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Paige Morris
Title: Procurement officer
Department of National defence
Directorate: Director land procurement
Address: 101 Colonel By drive, K1A 0K2

Telephone: 819-939-1156
E-mail address: Paige.morris@forces.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 or she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Technical Authority

To be inserted at contract award

The Technical Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Offeror's Representative

Note to Offerors: please fill in

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 the Standing Offer Authority.

6.7 Call-up Procedures

A call-up will be generated based on the prices in Annex A and the delivery dates specified in the call-up. When a call-up is made, the Standing Offer holder will acknowledge the call up and provide a delivery date within (to be inserted at Standing Offer award) of the call-up being issued.

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*.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed total Standing offer value (Applicable Taxes included).

6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (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 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.11 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 general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010A](#) (2020-05-28) General conditions: Goods (medium complexity)
- e) Annex A, Requirement / Basis of Payment;
- f) the Offeror's offer dated _____

6.12 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.

6.13 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 _____ (To be inserted at contract award).

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 individual call-ups against this Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

[2010A](#) (2020-05-28) General conditions: Goods (medium complexity)

a. Definition of Minister is modified as follows:

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

6.3 Term of Contract

6.3.1 Delivery Date

Delivery must be completed in accordance with the delivery timelines indicated in the Annex A-Basis of Payment.

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Call-up, the Offeror will be paid firm unit prices as specified in Annex A for a total estimated cost as noted in the Call-up.

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

6.4.3 Multiple payments

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

6.4.4 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);

6.5 Invoicing Instructions

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the consignee's address shown in Annex A for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.6 Insurance - No Specific Requirement

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No specific requirement

6.7 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

6.8 Packaging Requirement

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacture's Standard Pack.

The Contractor must package item number(s) 1-16 in quantities of one each per package.

SACC Manual clause [D2000C](#) (2007-11-30), Markings

SACC Manual clause [D2001C](#) (2007-11-30), Labelling

SACC Manual clause [B1204C](#) (2011-05-16), Shelf Life

SACC Manual clause [D2025C](#) (2017-08-17), Wood Packing Materials

SACC Manual clause [B1505C](#) (2016-01-28), Shipment of Dangerous Goods/Hazardous Products

SACC Manual clause [D3010C](#) (2016-01-28), Delivery of Dangerous Goods/Hazardous Products

SACC Manual clause [D3014C](#) (2007-11-30), Transportation of Dangerous Goods/Hazardous Products

SACC Manual clause [D3015C](#) (2014-09-25), Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

6.9 Quality Assurance

SACC Manual clause [D5545C](#) (2019-05-30), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

ANNEX "A" - REQUIREMENT/ BASIS OF PAYMENT

Offerors must use the tab "Pricing Schedule" in the attached Excel spreadsheet named Attachment 1 to Part 3 to indicate their prices. In addition, Offerors must use the tab "Delivery Timelines" in the attached Excel spreadsheet named Attachment 1 to Part 3 to indicate their delivery schedule. Offerors must include a completed Attachment 1 to Part 3 in their Financial Offer.

Standing Offer award will be based on the responsive offer with the lowest evaluated price per Nato Stock Number. Responses to the mandatory requirements set forth in this section will be evaluated on a simple, stringent pass/fail basis. All mandatory criteria must be met or the offer submission will be deemed non-compliant. The evaluation will be conducted on the supplied information only. Failure to provide sufficient detail in the offer submission to evaluate the proposal against the mandatory criteria will also deem the offer non-compliant.

Pricing information will be transferred to Annex A upon generation of Standing offer.

Note to offerors: Please fill the attached excel sheet named Attachment 1 to part 3 with your pricing.

The estimated usage per year specified are only an approximation of requirements given in good faith for evaluation purposes only and do not represent Canada's actual requirement.

Note to Offerors : To be inserted by DND at contract award.

Item/ Article	Description	Unit of Issue/ unite de distributio n	Quantity/ Quantité	Estimated usage	Destination	Invoice Address	Quali ty Assu ranc e Code (QAC)	Controlled Goods (CTAT or ITAR	Number of days supplier will deliver from date of call-up	Year 1 - Firm Unit Price/ prix unite ferme	Option 1- Firm Unit Price/ prix unite ferme	Option 2- Firm Unit Price/ prix unite ferme	Total Price taxes included
1	BATTERY,STORAG E NSN: 6140-01-446- 9506 ACCEPTABLE P/Ns: 6TMF/Type II NCAGE 19207 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 550/ year	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Montreal, QC H1N 3R9 Canada ATTN: 25 CFSD Receipts Section	C	NO					
				Option 1 252/6 Months									
				Option 2 252/6 Months									
2	BATTERY,STORAG E NSN: 6140-01-446- 9506 ACCEPTABLE P/Ns: 6TMF/Type II – NCAGE 19207 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 366/year	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	C	No					
				Option 1 168/6 Months									
				Option 2 168/6 Months									

3	BATTERY,STORAGE NSN: 6140-01-693-7241 ACCEPTABLE P/Ns: ODP-AGM8D NCAGE 0WY95 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 18/ year Option 1 9/6 Months Option 2 9/6 Months	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Montreal, QC H1N 3R9 Canada ATTN: 25 CFSD Receipts Section	C	NO					
4	BATTERY,STORAGE NSN: 6140-01-693-7241 ACCEPTABLE P/Ns: ODP-AGM8D NCAGE 0WY95 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 12/ year Firm Year 2 12/year Option 1 6/6 Months Option 2 6/6 Months	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	C	No					

5	BATTERY, STORAGE NSN: 6140-01-378-8232 ACCEPTABLE P/Ns: 8002-002 – NCAGE 0UJ55 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 253/ year Option 1 77/6 Months Option 2 77/6 Months	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Montreal, QC H1N 3R9 Canada ATTN: 25 CFSD Receipts Section	C	NO					
6	BATTERY, STORAGE NSN: 6140-01-378-8232 ACCEPTABLE P/Ns: 8002-002 – NCAGE 0UJ55 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 168/ year Option 1 51/6 Months Option 2 51/6 Months	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	C	No					

7	BATTERY,STORAGE NSN: 6140-01-529-7226 ACCEPTABLE P/Ns: 8073-167 – NCAGE 0UJ55 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 195/ year Option 1 42/6 Months Option 2 42/6 Months	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Montreal, QC H1N 3R9 Canada ATTN: 25 CFSD Receipts Section	C	NO					
8	BATTERY,STORAGE NSN: 6140-01-529-7226 ACCEPTABLE P/Ns: 8073-167 – NCAGE 0UJ55 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 130/ year Option 1 28/6 Months Option 2 28/6 Months	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	C	No					

9	BATTERY,STORAGE NSN: 6140-01-523-6288 ACCEPTABLE P/Ns: 8071-167 – NCAGE 0UJ55 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 21/ year Option 1 11/6 Months Option 2 11/6 Month	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Montreal, QC H1N 3R9 Canada ATTN: 25 CFSD Receipts Section	C	NO					
10	BATTERY,STORAGE NSN: 6140-01-523-6288 ACCEPTABLE P/Ns: 8071-167 – NCAGE 0UJ55 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 14/ year Option 1 6/6 Months Option yr. 2 6/6 Months	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	C	No					

11	BATTERY, STORAGE NSN: 6140-01-484-5349 ACCEPTABLE P/Ns: 0766-4015 – NCAGE 0WY95 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 0/ year	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Montreal, QC H1N 3R9 Canada ATTN: 25 CFSD Receipts Section	C	NO					
				Option 1 8/6 Months									
				Option 2 8/6 Months									
12	BATTERY, STORAGE NSN: 6140-01-484-5349 ACCEPTABLE P/Ns: 0766-4015 – NCAGE 0WY95 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 0/ year	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	C	No					
				Option 1 4/6 Months									
				Option 2 4/6 Months									

13	BATTERY, STORAGE NSN: 6140-01-571-0490 ACCEPTABLE P/Ns: ODS-AGM8E – NCAGE ODS-AGM8E Or equivalent	Each/ Chaque	Determined per call-up	Firm Year 1 0/ year	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Montreal, QC H1N 3R9 Canada ATTN: 25 CFSD Receipts Section	C	NO					
				Option 1 9/6 Months									
				Option 2 9/6 Months									
14	BATTERY, STORAGE NSN: 6140-01-571-0490 ACCEPTABLE P/Ns: ODS-AGM8E – NCAGE ODS-AGM8E Or equivalent	Each/ Chaque	Determined per call-up	Firm Year 1 0/ year	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	C	No					
				Option 1 6/6 Months									
				Option 2 6/6 Months									

15	BATTERY,STORAGE NSN: 6140-01-624-2917 ACCEPTABLE P/Ns: PS-12140 – NCAGE 0WJ05 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 0/year Option yr. 1 7/year Option yr. 2 7/year	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Montreal, QC H1N 3R9 Canada ATTN: 25 CFSD Receipts Section	C	NO					
16	BATTERY,STORAGE NSN: 6140-01-624-2917 ACCEPTABLE P/Ns: PS-12140 – NCAGE 0WJ05 Or equivalent _____	Each/ Chaque	Determined per call-up	Firm Year 1 0/year Option yr. 1 5/year Option yr. 2 5/year	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Bldg. 236 Edmonton, AB, T5J 4J5	C	No					

Attachment 1 to PART 3 OF THE REQUEST FOR STANDING OFFERS

Please refer to the attached Excel sheet.

Attachment 2 to PART 3 OF THE REQUEST FOR STANDING OFFERS - ELECTRONIC PAYMENT INSTRUMENTS

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

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);