

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

**PWGSC/TPSGC Acquisitions Bid Receiving  
Box/Boîte de Réception des Soumissions  
Bid Receiving Box/Boîte de Récepti  
1st Floor/1<sup>ère</sup> étage, Suite 1212  
100-1045 Main Street  
Moncton  
New Brunswick  
E1C 1H1  
Bid Fax: (506) 851-6759**

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

### Regional Individual Standing Offer (RISO)

### Offre à commandes individuelle régionale (OCIR)

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**

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

<b>Title - Sujet</b> RISO Air Filters RISO Air Filters	
<b>Solicitation No. - N° de l'invitation</b> W6898-220598/A	<b>Date</b> 2022-04-26
<b>Client Reference No. - N° de référence du client</b> W6898-220598	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-047-6206
<b>File No. - N° de dossier</b> MCT-2-45001 (047)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Daylight Saving Time ADT <b>on - le 2022-05-19</b> Heure Avancée de l'Atlantique HAA	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cyr (MCT), Maryse	<b>Buyer Id - Id de l'acheteur</b> mct047
<b>Telephone No. - N° de téléphone</b> (506)377-4894 ( )	<b>FAX No. - N° de FAX</b> (506)851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN B18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	3
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	4
2.2 SUBMISSION OF OFFERS .....	4
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	6
2.5 APPLICABLE LAWS .....	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS .....	7
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS .....</b>	<b>7</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES .....	8
4.2 BASIS OF SELECTION.....	9
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	9
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	9
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS .....</b>	<b>10</b>
6.1 SECURITY REQUIREMENTS.....	10
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>10</b>
<b>A. STANDING OFFER.....</b>	<b>10</b>
7.1 OFFER.....	10
7.2 SECURITY REQUIREMENTS.....	10
7.3 STANDARD CLAUSES AND CONDITIONS .....	10
7.4 TERM OF STANDING OFFER.....	11
7.5 AUTHORITIES.....	11
7.6 IDENTIFIED USERS .....	12
7.7 CALL-UP PROCEDURES .....	12
AS INDICATED IN ANNEX “A” .....	12
7.8 CALL-UP INSTRUMENT .....	12
7.9 LIMITATION OF CALL-UPS.....	12
7.10 FINANCIAL LIMITATION - TOTAL .....	12
7.11 PRIORITY OF DOCUMENTS.....	13
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	13
7.13 APPLICABLE LAWS .....	13
7.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS) .....	13
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>14</b>
7.1 REQUIREMENT .....	14
7.2 STANDARD CLAUSES AND CONDITIONS .....	14

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

7.3	TERM OF CONTRACT.....	14
7.4	PAYMENT.....	14
7.5	INVOICING INSTRUCTIONS.....	15
7.6	INSURANCE.....	15
7.7	SACC <i>MANUAL</i> CLAUSES .....	15
7.8	DISPUTE RESOLUTION .....	15
<b>ANNEX "A" STATEMENT OF REQUIREMENT.....</b>		<b>16</b>
<b>ANNEX "B" BASIS OF PAYMENT – LIST OF PRODUCTS – MANDATORY SPECIFICATIONS AND REQUIREMENTS.....</b>		<b>22</b>
<b>ANNEX "C" ELECTRONIC PAYMENT INSTRUMENTS.....</b>		<b>27</b>
<b>ANNEX "D" COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE OFFEROR.....</b>		<b>28</b>

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

### 1.2 Summary

- 1.2.1 Request for Regional Individual Standing Offer (RISO) for the supply and delivery of **Air Filters** to Department of National Defence at the 5th Canadian Division Support Base Gagetown located in Oromocto New Brunswick E2V 4J5 on an as and when requested basis for the period from **June 1<sup>st</sup> 2022 to May 31<sup>st</sup> 2024** inclusive.
- 1.2.2 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 1.3 Debriefings

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

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

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

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

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16
M0019T	Firm Price and/or Rates	2007/05/25
M1004T	Condition of Material - Offer	2016/01/28

### 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.

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

Facsimile number: (506) 851-6759

**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)

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

**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.

## 2.3 Former Public Servant

### Former Public Servant - Competitive - Offer

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

*(Derived from - Provenant de: M3025T, 2020/05/04)*

## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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 **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.

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

## 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: Financial Offer  
Section II: Certifications

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

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

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

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

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

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

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



Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

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) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
  - a) 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
  - b) 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: Financial Offer**

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

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

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

If Annex "C" 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 II: Certifications** Offerors must submit the certifications and additional information required under Part 5.

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

### **4.1 Evaluation Procedures**

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

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

#### 4.1.2 Financial Evaluation

SACC Manual Clause M0220T (2016/01/28), Evaluation of Price - Offer

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

*(Derived from - Provenant de: M0069T, 2007/05/25 )*

### 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.

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

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

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

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

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

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

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

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirements

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

#### 7.3 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.

##### 7.3.1 General Conditions

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

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from June 1st 2022 to May 31 2024 inclusive.

### 7.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Maryse Cyr  
Title: Supply Officer  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 1045 Main Street, 4<sup>th</sup> Floor  
Moncton, New Brunswick  
E1C 1H1  
Telephone: (506)377-4894  
Facsimile: (506) 851-6759  
E-mail address: [Maryse.cyr@pwgsc-tpsgc.gc.ca](mailto:Maryse.cyr@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.

### 7.5.2 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.

### 7.5.3 Offeror's Representative (Offeror please complete)

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

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

## 7.6 Identified Users

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

**Department of National Defence  
RPOU Gagetown  
5 CDSB Gagetown  
5th Canadian Division Support Base Gagetown  
238 Champlain Avenue  
Oromocto, New Brunswick  
E2V 4J5**

## 7.7 Call-up Procedures

As indicated in Annex "A"

## 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$40,000.00** (Applicable Taxes included).

## 7.10 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$345,000.00** (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.

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

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 3 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, 2021/05/20 )*

## 7.11 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 (2021/12/02), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement – Mandatory Requirement & Specifications;
- f) Annex B, Basis of Payment ;
- g) the Offeror's offer dated \_\_\_\_\_ as amended on \_\_\_\_\_

## 7.12 Certifications and Additional Information

### 7.12.1 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.

### 7.12.2 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16

## 7.13 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**.

## 7.14 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.

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

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.

### 7.1 Requirement

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010A (2021/12/02), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

Delivery must be made within three (3) weeks from receipt of a call-up against the Standing Offer.

### 7.4 Payment

#### 7.4.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

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

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

(Derived from - Provenant de: C0207C, 2013/04/25 )

#### 7.4.2 Limitation of Price

SACC Manual clause C6000C (2017/08/17) Limitation of price

#### 7.4.3 Method of Payment

SACC Reference  
H1000C

Section  
Single Payment

Date  
2008/05/12

#### 7.4.4 Electronic Payment of Invoices – Call-up

**(To be identified in Annex "C")**

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

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);
- d. Large Value Transfer System (LVTS) (Over \$25M)

## 7.5 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:  
  
one (1) copy must be forwarded to the consignee.

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

## 7.6 Insurance

SACC Manual clause G1005C (2016/01/28) Insurance – No Specific Requirement

## 7.7 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B7500C	Excess Goods	2006/06/16

## 7.8 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".

## 7.9 Shipping Instructions - Delivery at Destination

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

- (b) Delivered Duty Paid (DDP) to **Department of National Defence, RP Operations Unit (Atlantic) at the 5th Canadian Division Support Base Gagetown, Oromocto, New Brunswick E2V 4J5** Incoterms 2000 for shipments from a commercial contractor.

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



Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

## **ANNEX "A" STATEMENT OF REQUIREMENT**

Regional Individual Standing Offer (RISO) for the supply and delivery of various Air Filters on behalf of the Department of National Defence at 5<sup>th</sup> Canadian Division Support Base Gagetown located in Oromocto, New Brunswick. Air filters must be delivered to various locations within **5 CDSB Gagetown** on "as and when requested" basis from the period June 01<sup>st</sup>, 2022 to April 30<sup>th</sup> 2024 inclusive.

### **Mandatory Requirements and Specifications:**

1. All items must be ULC Class 11 listed, certified, and stamped in order to meet Canadian building codes.
2. Client (DND) will not require any visit from the supplier representative for product training, surveys etc.
3. All material orders must be delivered within 3 weeks.
4. Items not received within the required time will be subject to cancellation.
5. The client (DND) will place call-ups for delivery of goods by telephone and email.
6. Construction material order form will be used when placing orders.
7. Price Book to be supplied and shipped to customer (DND) by the supplier.
8. The delivery day required will be advised by the client (DND) at time of ordering.
9. Deliveries must be made to either Building B18, Various shops, PMQ Service Centre or various sites to be determined within the confines of 5 CDSB Gagetown. Delivery point to be specified with order is placed.
10. All invoices must reflect the final purchase price.
11. Filters are ordered on an as needed and when required basis. DND may order only one (1) or one hundred (100) filters or more, of the same product, in just one call-up. DND will not always order filters by the case/box. Therefore, it is a mandatory requirement that suppliers are able to sell filters individually and not only by the case/box due to lack of storage space.

**Pricing:** As per Annex B-Basis of Payment-List of Products

All prices for filters MUST include delivery charges to 5 CDSB Gagetown in Oromocto, New Brunswick.

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

**List of Products:**

**Items No. 1 to No. 42:** All Amerseal products must be a minimum of MERV 8 efficiency.  
(Dimensions shown are nominal dimensions)

Items	Description	Estimated Quantity
1	20" x 100" (2 Ply) 5 Link	80
2	24" x 120" (2 Ply) 6 Link	40
3	25" x 96" (2 Ply) 6 Link	20
4	20" x 120" (2 Ply) 6 Link	120
5	24" x 40" (2 Ply) 2 Link	40
6	24" x 72" (2 Ply) 3 Link	130
7	25" x 120" (2 Ply) 6 Link	40
8	20" x 80" (2 Ply) 4 Link	60
9	24" x 96" (2 Ply) 4 Link	40
10	16" x 100" (2 Ply) 4 Link	40
11	16" x 72" (2 Ply) 3 Link	30
12	16" x 75" (2 Ply) 3 Link	80
13	16" x 80" (2 Ply) 4 Link	30
14	20" x 48" (2 Ply) 2 Link	20

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

<b>15</b>	12" x 76" (2 Ply) 3 Link	<b>20</b>
<b>16</b>	20" x 75" (2 Ply) 3 Link	<b>30</b>
<b>17</b>	20" x 40" (2 Ply) 2 Link	<b>30</b>
<b>18</b>	20" x 72" (2 Ply) 3 Link	<b>70</b>
<b>19</b>	20" x 140" (2 Ply) 7 Link	<b>40</b>
<b>20</b>	24" x 36" (2 Ply) 3 Link	<b>70</b>
<b>21</b>	20" x 50" (2 Ply) 2 Link	<b>70</b>
<b>22</b>	14" x 14" (1 Ply)	<b>20</b>
<b>23</b>	20" x 60" (2 Ply) 3 Link	<b>80</b>
<b>24</b>	20" x 20" (2 Ply)	<b>60</b>
<b>25</b>	12" x 16" (1 Ply)	<b>30</b>
<b>26</b>	25" x 80" (2 Ply) 4 Link	<b>50</b>
<b>27</b>	24" x 24" (2 Ply)	<b>280</b>
<b>28</b>	16" x 50" (2 Ply) 2 Link	<b>30</b>
<b>29</b>	20" x 24" (2 Ply)	<b>230</b>
<b>30</b>	20" x 25" (2 Ply)	<b>250</b>

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

31	24" x 48" (2 Ply) 2 Link	60
32	12" x 24" (2 Ply)	120
33	16" x 20" (2 Ply)	50
34	16" x 25" (2 Ply)	60
35	8" x 29-1/2" (1 Ply)	20
36	10" x 13" (1 Ply)	30
37	8-1/4" x 13" (1 Ply)	40
38	11" x 58" (1 Ply)	30
39	10 x 21-1/2" (1 Ply)	50
40	25" x 60" (2 Ply) 3 Link	20
41	48" x 50' x 1" Paint Pocket Roll	5
42	20" x 25" x 1" Paint Pocket Filters	100

**Items No. 43 to No. 46:** Varicel Filters must have a minimum 4" deep construction with a minimum of 125 square feet of media per four square feet of face area. (same as AAF varicel m-pak\*) These Items must be constructed of a polystyrene frame same as the AAF varicell m-pak\* OR EQUIVALENT **GeoPleat Merv 11, 4" with single header.**

43	20" x 24" x 4" 60% Single Header Varicel Filter	70
44	20" x 20" x 4" 60% Single Header Varicel Filter	140

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

<b>45</b>	24" x 24" x 4" 60% Single Header Varicel Filter	<b>250</b>
<b>46</b>	12" x 24" x 4" 60% Single Header Varicel Filter	<b>240</b>

**Items No. 47 to No. 51:** 30-35% Pleated Metal Frame Rated to 260 degrees Celsius

<b>47</b>	20" x 25" x 2" High Temperate Filter	<b>20</b>
<b>48</b>	16" x 20" x 2" High Temperate Filter	<b>20</b>
<b>49</b>	24" x 24" x 2" High Temperate Filter	<b>20</b>
<b>50</b>	20" x 20" x 2" High Temperate Filter	<b>20</b>
<b>51</b>	20" x 24" x 2" High Temperate Filter	<b>20</b>

**Items No. 52 to No. 68:** Must be Merv 8 Rating (Minimum Efficiency Reporting Value)

<b>52</b>	24" x 24" x 2" Pleated Filter	<b>70</b>
<b>53</b>	16" x 25" x 2" Pleated Filter	<b>300</b>
<b>54</b>	16" x 25" x 1" Pleated Filter	<b>30</b>
<b>55</b>	16" x 20" x 2" Pleated Filter	<b>150</b>
<b>56</b>	16" x 20" x 4" Pleated Filter	<b>90</b>
<b>57</b>	20" x 24" x 2" Pleated Filter	<b>100</b>
<b>58</b>	20" x 20" x 2" Pleated Filter	<b>750</b>
<b>59</b>	20" x 20" x 4" Pleated Filter	<b>80</b>

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

<b>60</b>	20" x 25" x 2" Pleated Filter	<b>130</b>
<b>61</b>	20" x 20" x 1" Pleated Filter	<b>30</b>
<b>62</b>	20" x 25" x 1" Pleated Filter	<b>30</b>
<b>63</b>	24" x 24" x 4" Pleated Filter	<b>200</b>
<b>64</b>	20" x 25" x 4" Pleated Filter	<b>80</b>
<b>65</b>	20" x 24" x 4" Pleated Filter	<b>30</b>
<b>66</b>	16" x 25" x 4" Pleated Filter	<b>80</b>
<b>67</b>	16" x 24" x 4" Pleated Filter	<b>20</b>
<b>68</b>	12" x 24" x 4" Pleated Filter	<b>90</b>

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "B" BASIS OF PAYMENT – LIST OF PRODUCTS – MANDATORY SPECIFICATIONS AND REQUIREMENTS

Item	Description	Product Number	Estimated Quantity	Unit of Issue	Unit Price Year 1 June 1 <sup>st</sup> 2022- May 31 <sup>st</sup> 2023 including delivery	Unit Price Year 2 June 1 <sup>st</sup> 2023- May 31 <sup>st</sup> 2024 including delivery
		<b>Items No. 1 to No. 42:</b> All Amerseal products must be a minimum of MERV 8 efficiency. <b>(Dimensions shown are nominal dimensions)</b>				
1	20" x 100" (2 Ply) 5 Link		80	each	\$	\$
2	24" x 120" (2 Ply) 6 Link		40	each	\$	\$
3	25" x 96" (2 Ply) 6 Link		20	each	\$	\$
4	20" x 120" (2 Ply) 6 Link		120	each	\$	\$
5	24" x 40" (2 Ply) 2 Link		40	each	\$	\$
6	24" x 72" (2 Ply) 3 Link		130	each	\$	\$
7	25" x 120" (2 Ply) 6 Link		40	each	\$	\$
8	20" x 80" (2 Ply) 4 Link		60	each	\$	\$
9	24" x 96" (2 Ply) 4 Link		40	each	\$	\$
10	16" x 100" (2 Ply) 4 Link		40	each	\$	\$
11	16" x 72" (2 Ply) 3 Link		30	each	\$	\$
12	16" x 75" (2 Ply) 3 Link		80	each	\$	\$
13	16" x 80" (2 Ply) 4 Link		30	each	\$	\$

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

14	20" x 48" (2 Ply) 2 Link		20	each	\$	\$
15	12" x 76" (2 Ply) 3 Link		20	each	\$	\$
16	20" x 75" (2 Ply) 3 Link		30	each	\$	\$
17	20" x 40" (2 Ply) 2 Link		30	each	\$	\$
18	20" x 72" (2 Ply) 3 Link		70	each	\$	\$
19	20" x 140" (2 Ply) 7 Link		40	each	\$	\$
20	24" x 36" (2 Ply) 3 Link		70	each	\$	\$
21	20" x 50" (2 Ply) 2 Link		70	each	\$	\$
22	14" x 14" (1 Ply)		20	each	\$	\$
23	20" x 60" (2 Ply) 3 Link		80	each	\$	\$
24	20" x 20" (2 Ply)		60	each	\$	\$
25	12" x 16" (1 Ply)		30	each	\$	\$
26	25" x 80" (2 Ply) 4 Link		50	each	\$	\$
27	24" x 24" (2 Ply)		280	each	\$	\$
28	16" x 50" (2 Ply) 2 Link		30	each	\$	\$
29	20" x 24" (2 Ply)		230	each	\$	\$
30	20" x 25" (2 Ply)		250	each	\$	\$
31	24" x 48" (2 Ply) 2 Link		60	each	\$	\$



Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

32	12" x 24" (2 Ply)		120	each	\$	\$
33	16" x 20" (2 Ply)		50	each	\$	\$
34	16" x 25" (2 Ply)		60	each	\$	\$
35	8" x 29-1/2" (1 Ply)		20	each	\$	\$
36	10" x 13" (1 Ply)		30	each	\$	\$
37	8-1/4" x 13" (1 Ply)		40	each	\$	\$
38	11" x 58" (1 Ply)		30	each	\$	\$
39	10 x 21-1/2" (1 Ply)		50	each	\$	\$
40	25" x 60" (2 Ply) 3 Link		20	each	\$	\$
41	48" x 50' x 1" Paint Pocket Roll		5	each	\$	\$
42	20" x 25" x 1" Paint Pocket Filters		100	each	\$	\$
		<b>Items No. 43 to No. 46:</b> Varicel Filters must have a minimum 4" deep construction with a minimum of 125 square feet of media per four square feet of face area. (same as AAF varicel m-pak*) These Items must be constructed of a polystyrene frame same as the AAF varicel m-pak* <b>OR EQUIVALENT GeoPleat Merv 11, 4" with single header.</b>				
43	20" x 24" x 4" 60% Single Header Varicel Filter		70	each	\$	\$
44	20" x 20" x 4" 60% Single Header Varicel Filter		140	each	\$	\$
45	24" x 24" x 4" 60% Single Header Varicel Filter		250	each	\$	\$
46	12" x 24" x 4" 60% Single Header Varicel Filter		240	each	\$	\$

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
MCT047  
CCC No./N° CCC - FMS No./N° VME

		<b>Items No. 47 to No. 51:</b> 30-35% Pleated Metal Frame Rated to 260 degrees Celsius				
<b>47</b>	20" x 25" x 2" High Temperate Filter		20	each	\$	\$
<b>48</b>	16" x 20" x 2" High Temperate Filter		20	each	\$	\$
<b>49</b>	24" x 24" x 2" High Temperate Filter		20	each	\$	\$
<b>50</b>	20" x 20" x 2" High Temperate Filter		20	each	\$	\$
<b>51</b>	20" x 24" x 2" High Temperate Filter		20	each	\$	\$
		<b>Items No. 52 to No. 68:</b> Must be Merv 8 Rating (Minimum Efficiency Reporting Value)				
<b>52</b>	24" x 24" x 2" Pleated Filter		70	each	\$	\$
<b>53</b>	16" x 25" x 2" Pleated Filter		300	each	\$	\$
<b>54</b>	16" x 25" x 1" Pleated Filter		30	each	\$	\$
<b>55</b>	16" x 20" x 2" Pleated Filter		150	each	\$	\$
<b>56</b>	16" x 20" x 4" Pleated Filter		90	each	\$	\$
<b>57</b>	20" x 24" x 2" Pleated Filter		100	each	\$	\$
<b>58</b>	20" x 20" x 2" Pleated Filter		750	each	\$	\$

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
mct047  
CCC No./N° CCC - FMS No./N° VME

<b>59</b>	20" x 20" x 4" Pleated Filter		80	each	\$	\$
<b>60</b>	20" x 25" x 2" Pleated Filter		130	each	\$	\$
<b>61</b>	20" x 20" x 1" Pleated Filter		30	each	\$	\$
<b>62</b>	20" x 25" x 1" Pleated Filter		30	each	\$	\$
<b>63</b>	24" x 24" x 4" Pleated Filter		200	Each	\$	\$
<b>64</b>	20" x 25" x 4" Pleated Filter		80	each	\$	\$
<b>65</b>	20" x 24" x 4" Pleated Filter		30	each	\$	\$
<b>66</b>	16" x 25" x 4" Pleated Filter		80	each	\$	\$
<b>67</b>	16" x 24" x 4" Pleated Filter		20	each	\$	\$
<b>68</b>	12" x 24" x 4" Pleated Filter		90	each	\$	\$

**Prices are to remain constant during the period of the Standing Offer. Bidders must quote on each and every items for both years. Quantities are estimates and are to be used for evaluation purposes only.**

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
mct047  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “C” 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);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation  
W6898-220598/A  
Client Ref. No. - N° de réf. du client  
W6898-220598

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-2-450001

Buyer ID - Id de l'acheteur  
mct047  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX “D” COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE OFFEROR**

Complete Legal Name of Supplier: \_\_\_\_\_

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

Supplier Procurement Business Number (PBN): \_\_\_\_\_

***NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES***

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.