



National Defence Headquarters
Ottawa, Ontario
K1A 0K

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

**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRE À COMMANDES**

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

Myriam Zakaib
Myriam.Zakaib@forces.gc.ca

Proposal To: National Defence Canada

We hereby offer to sell to His Majesty the King 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 il Majesté la Roi 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 indique(s).

| | |
|--|---|
| Title/Titre Chemical Agent Resistant Coating (CARC) Paints | Solicitation No – N° de l'invitation W8486-249579/A |
| Date of Solicitation – Date de l'invitation April 15, 2024 | |
| Address Enquiries to – Adresser toutes questions à Myriam Zakaib myriam.zakaib@forces.gc.ca | |
| Telephone No. – N° de téléphone 343-572-4864 | FAX No – N° de fax |
| Destination See Herein Ci-Joint | |

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

On - le : May 16, 2024

| | |
|---|---------------------------------------|
| 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 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: includes the certifications 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, Mandatory Technical Criteria, the Basis of Payment, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

- 1.2.1 The objective is to provide CARC paint in support of Quality Engineering Test Establishment for depot stock replenishment and use on all bases across Canada. The period of the Standing Offer will be for three (3) firm years and two (2) one (1) year option periods for delivery in Montreal Québec and Edmonton Alberta.
- 1.2.2 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 (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Canada-Ukraine Free Trade Agreement, the Canada-United Kingdom Trade Continuity Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA)

1.3 Security Requirements

There are no security requirements.

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 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>) 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 (2023-06-08) 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.
 - a) Subsection 2.d. of Section 05, Submission of Offers, is deleted in its entirety and replaced with the following:

Send its offer only to the address specified in the offer solicitation.
 - b) Subsection 04 of Section 05, Submission of Offers, is amended as follows:

Delete: 60 days

Insert: 90 days
 - c) Section 06, Late Offers, is deleted in its entirety.
 - d) The text under Section 07, Delayed Offers, is deleted in its entirety.
 - e) Section 08, Transmission by Facsimile or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.
 - f) Section 20 (2) is deleted in its entirety; and
 - g) Add the following sections:

Technical Difficulties of Offer Transmission: Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where an Offeror has commenced transmission of its offer through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the offer solicitation closing date and time, but due to technical difficulties, Canada was unable to

receive or decode the entirety of the Offer by the deadline, Canada may nonetheless accept the entirety of the Offer received after the offer solicitation closing date and time, provided that the Offeror can demonstrate the following:

The offeror contacted Canada in advance of the offer;

solicitation closing date and time to attempt to resolve its technical difficulties; OR

The electronic properties of the Offer documentation clearly indicate that all components of the Offer were prepared in advance of the offer solicitation closing date and time.

Completeness of the Offer: After the closing date and time of this offer solicitation, Canada will examine the Offer to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the offer can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Offer meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Offeror with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the offer will be reviewed and deemed to be complete when the following elements have been submitted by the offeror:

1. That certifications and securities required at offer closing are included.
2. That offers are properly signed, that the offeror is properly identified.
3. Acceptance of the terms and conditions of the offer solicitation and resulting contract.
4. That all documents created prior to offer closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to offer closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- 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.

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

2.2.1 Controlled Goods

SACC Manual clause [A9130T](#) (2014-11-27), Controlled Goods Program

2.3 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.

2.4 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 (one soft copy)

Section II: Financial Bid (one soft copy)

Section III: Certifications (one soft copy)

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

Bidders must use Annex C to indicate their prices. Bidders must include Annex C in their financial bid.

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 bid as follows:

Offerors must submit firm prices, Delivered Duty Paid (DDP) at 7 CF Supply Depot (Edmonton, AB) and 25 CF Supply Depot (Montreal, QC) Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "E" 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

Mandatory technical criteria is listed in Annex B.

4.1.2 Financial Evaluation

4.1.2.1 The price of the offer will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at 7 CF Supply Depot (Edmonton, AB) and 25 CF Supply Depot (Montreal, QC) Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

Basis of Selection - Multi-Item Offer Solicitation

An 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 Total Evaluated Price on an aggregate basis will be recommended for award of a contract.

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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no security requirements.

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".

7.2 Security Requirements

7.2.1 There is no security requirement applicable to this 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 (2022-12-01) 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", "His Majesty" or "the Government" means His Majesty 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.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

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

The quarterly reporting periods are defined as follows:

First quarter: April 1 to June 30

Second quarter: July 1 to September 30

Third quarter: October 1 to December 31

Fourth quarter: January 1 to March 31

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

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 date of issuance to **(to be inserted at contract award).**

7.4.2 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 (one) year periods, from **(to be inserted at contract award)** to **(to be inserted at contract award)** 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 five (5) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Shipping Instructions

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

1. Incoterms 2010 "DDP Delivered Duty Paid" at destination.
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.
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282 E-mail: 25DAFCTrafficRDV@forces.gc.ca

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Myriam Zakaib
Title: Material Acquisition and Support Officer
Department of National Defence
Directorate of Land Procurement
Address: 101 Colonel By Dr.
Ottawa ON K1A 0K2

Telephone: 343-572-4864

E-mail address: myriam.zakaib@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 is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Technical Authority

The Technical Authority for the Standing Offer is:

(to be inserted at contract award).

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.

7.5.3 Offeror's Representative

(to be inserted at contract award).

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: DLP 9-2 or its authorized delegated representative.

7.7 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.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed *[inserted at contract award]* (Applicable Taxes excluded).

7.9 Financial Limitation

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

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

7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-12-01), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2022-12-01), General Conditions –Goods (medium complexity)
- e) Annex A, Statement of Requirement;
- f) Annex B, Pricing Schedule;
- h) the Offeror's offer dated *[inserted at contract award]*.

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12 Applicable Laws

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

7.1 Statement of 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 (2022-12-01), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King 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.

Delete: 5. The Contractor must maintain such records at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later.

Insert: 5. The Contractor must maintain such records, and Canada and its authorized representatives will have the right to examine such records, at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. Should an examination reveal any overpayments by

7.3 Term of Contract

7.3.1 Delivery Date

Delivery must be made within twenty (20) calendar days from receipt of a call-up against the Standing Offer.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex **[to be inserted at contract award]**. 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.

7.4.2 Multiple Payments

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

7.4.3 Electronic Payment of Invoices – Call-up

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

[to be inserted at contract award]

7.4.4 Auditing

Canada reserves the right to recover amounts and make adjustments to amounts payable to the Contractor where an examination of the Contractor's records has identified amounts allocated to the Contract that are not in accordance with the Contract terms.

Where the results of an examination indicate that an overpayment by Canada has occurred, such overpayment is due and payable on the date indicated in the notice of overpayment.

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:

- a. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.6 Insurance Requirements

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

7.7 Defence Contract

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

7.8 Controlled Goods

SACC Manual clause [A9131C](#) (2020-11-19), Controlled Goods Program

SACC Manual clause [B4060C](#) (2011-05-16), Controlled Goods

7.9 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 Manufacturer's Standard Pack.

The Contractor must package an item as a kit, consisting of Component A and Component B.

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

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

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

7.10 Additional Package Markings- Identical

The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:

- a. specification number;
- b. manufacturer's name;
- c. batch or lot number;
- d. qualification reference number;
- e. date of manufacture;
- f. component part number;
- g. expiration date of shelf life;
- h. storage instructions;
- i. applicable cautions;
- j. stock code applicable for the material;
- k. MSDS sheet;
- l. technical data sheet;
- m. mixing, thinning and spraying information

These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification *D-LM-008-002/SF-001*.

7.11 Quality Assurance

[to be modified at contract award]

SACC Manual clause [D5540C](#) (2010-08-16), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code Q)

AND

SACC Manual clause [D5510C](#) (2017-08-17), Quality Assurance Authority (Department of National Defence) – Canadian-based contractor

OR

SACC Manual clause [D5515C](#) (2010-01-11), Quality Assurance Authority (Department of National Defence) – Foreign-based and United States Contractor

AND

SACC Manual clause [D5604C](#) (2008-12-12), Release Documents (Department of National Defence) – Foreign-based Contractor

OR

SACC Manual clause [D5605C](#) (2010-01-11), Release Documents (Department of National Defence) – United States-based Contractor

OR

SACC Manual clause [D5606C](#) (2017-11-28), Release Documents (Department of National Defence) – Canadian Based States based Contractor

7.12 Release Documents- Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: _____

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

E-mail: ContractAdmin.DQA@forces.gc.ca.

7.13 Shelf Life

The Contractor must ensure that all items will contain 75 percent of the authorized shelf life as listed in CFTO D-05-001-001/SF-000 at date of delivery to the Department of National Defence.

7.14 Additional SACC Clauses

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

SACC Manual clause [B4019C](#) (2015-02-25), United States Military Specifications and Standards

SACC Manual clause [B7500C](#) (2006-06-16), Excess Goods

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

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

SACC Manual clause [D6010C](#) (2007-11-30), Palletization

ANNEX "A"**STATEMENT OF REQUIREMENT**

The following items are being requested to fulfill the Standing Offer, quantities are estimates and will depend on usage each year.

Important Notice: Items #1-6 inclusive must be produced by the same manufacturer. The specifications listed in Annex A can be found on US DoD website: <http://quicksearch.dla.mil>

| # | Item | Description | Specification | Size of Kit | Estimated Yearly Quantity |
|---|-----------------------|-------------------------------|--|---|---------------------------|
| 1 | NSN 8010-01-419-1164 | Epoxy topcoat interior | MIL-PRF-22750 Ty II #17925 | 1 gallon | 100 Kits |
| 2 | NSN: 8030-00-281-2726 | Metal Wash Primer | DOD-P-15328 | 5 quarts | 200 Kits |
| 3 | NSN: 8010-01-589-7077 | Epoxy primer coating | MIL-PRF-53022 Ty IV | 1.25 gallons | 300 Kits |
| 4 | NSN: 8010-01-493-3170 | Polyurethane topcoat exterior | MIL-DTL-64159 Ty II #34094 | 3 gallons | 100 Kits |
| 5 | NSN: 8010-01-493-3169 | Polyurethane topcoat exterior | MIL-DTL-64159 Ty II #34094 | 3 quarts | 300 Kits |
| 6 | NSN: 8010-01-493-3177 | Polyurethane topcoat exterior | MIL-DTL-64159 Ty II #33446 | 3 quarts | 100 Kits |
| 7 | NSN: 8010-01-493-3179 | Polyurethane topcoat exterior | MIL-DTL-64159 Ty II #33446 | 3 gallons | 25 Kits |
| 8 | N/A | | MIL-DTL-64159 Ty III #34094 or MIL-DTL53039 Ty VIII #34094 | Any size with sprayable format not exceeding 500 mL | 200 Kits |

ANNEX "B"

MANDATORY TECHNICAL CRITERIA

1. General Instructions

The Bid must meet the mandatory technical criteria specified below. Bidders must provide the necessary documentation to support compliance with the requirements, including technical data sheets, specifications, brochures and/or other relevant technical documentation describing the equipment offered and demonstrating compliancy. Each mandatory technical criterion should be addressed separately and in the order presented below.

2. Mandatory Technical Criteria

| No. | Mandatory Technical Criteria |
|-----|---|
| M1 | Bidders must certify that the products offered are listed on a Qualified Products List. The QPL is listed for each specification at ASSIST-QuickSearch Basic Search (dla.mil) . Certification must be on Company letter head, signed by an officer of the Company, provide Product offered part number and name and identify the Qualified Product Listing. |

ANNEX "C"

PRICING SCHEDULE

The Bidder must complete this Pricing Tables below and include it in its financial bid once completed. Bidders must include a price for all items. If pricing is not included for any items the Bidder will be deemed non-responsive and not eligible for contract award. The information in this Annex will form part of the resulting contract. It is anticipated that in the resulting contract, this Annex will become Annex "B".

Bidders are to review paragraph 3.1 Bid Preparation Instructions Section II Financial bid for instructions on the completion of the Pricing Tables.

Table 1 is for 7 CFSD Edmonton pricing, and table 2 is for 25 CFSD Montreal pricing. This is if bidders' prices are different depending on destination.

The financial evaluation uses the sum of both Total Evaluated Prices in the below pricing tables.

Table 1 – 7 CFSD

| Item # (A) | NSN (B) | Kit Size (C) | Estimated Quantity per Year (D) | Firm Price (per kit) | | | | | Evaluation Cost |
|--|------------------|---|---------------------------------|----------------------|-----------------|-----------------|-------------------|-------------------|---|
| | | | | Firm Year 1 (E) | Firm Year 2 (F) | Firm Year 3 (G) | Option Year 1 (H) | Option Year 2 (I) | Total Item Price = Estimated Qty*Firm Price for Each Year (J) |
| 1 | 8010-01-419-1164 | 1 gallon | 50 | \$ | \$ | \$ | \$ | \$ | \$ |
| 2 | 8030-00-281-2726 | 5 quarts | 100 | \$ | \$ | \$ | \$ | \$ | \$ |
| 3 | 8010-01-589-7077 | 1.25 gallons | 150 | \$ | \$ | \$ | \$ | \$ | \$ |
| 4 | 8010-01-493-3170 | 3 gallons | 50 | \$ | \$ | \$ | \$ | \$ | \$ |
| 5 | 8010-01-493-3169 | 3 quarts | 150 | \$ | \$ | \$ | \$ | \$ | \$ |
| 6 | 8010-01-493-3177 | 3 quarts | 50 | \$ | \$ | \$ | \$ | \$ | \$ |
| 7 | 8010-01-493-3179 | 3 gallons | 15 | \$ | \$ | \$ | \$ | \$ | \$ |
| 8 | N/A | Any size with sprayable format not exceeding 500 mL | 100 | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Item Price (Column J) = D*(E+F+G+H+I) Total Evaluated Price = Sum of Total Item Price for Items 1 to 8 (Sum of figures in Column J) | | | | | | | | | \$ |

Table 2 – 25 CFSD

| Item # (A) | NSN (B) | Kit Size (C) | Estimated Quantity per Year (D) | Firm Price (per kit) | | | | | Evaluation Cost |
|--|------------------|---|---------------------------------|----------------------|-----------------|-----------------|-------------------|-------------------|---|
| | | | | Firm Year 1 (E) | Firm Year 2 (F) | Firm Year 3 (G) | Option Year 1 (H) | Option Year 2 (I) | Total Item Price = Estimated Qty*Firm Price for Each Year (J) |
| 1 | 8010-01-419-1164 | 1 gallon | 50 | \$ | \$ | \$ | \$ | \$ | \$ |
| 2 | 8030-00-281-2726 | 5 quarts | 100 | \$ | \$ | \$ | \$ | \$ | \$ |
| 3 | 8010-01-589-7077 | 1.25 gallons | 150 | \$ | \$ | \$ | \$ | \$ | \$ |
| 4 | 8010-01-493-3170 | 3 gallons | 50 | \$ | \$ | \$ | \$ | \$ | \$ |
| 5 | 8010-01-493-3169 | 3 quarts | 150 | \$ | \$ | \$ | \$ | \$ | \$ |
| 6 | 8010-01-493-3177 | 3 quarts | 50 | \$ | \$ | \$ | \$ | \$ | \$ |
| 7 | 8010-01-493-3179 | 3 gallons | 10 | \$ | \$ | \$ | \$ | \$ | \$ |
| 8 | N/A | Any size with sprayable format not exceeding 500 mL | 100 | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Item Price (Column J) = D*(E+F+G+H+I) Total Evaluated Price = Sum of Total Item Price for Items 1 to 8 (Sum of figures in Column J) | | | | | | | | | \$ |

ANNEX "E"

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX "F"

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Offeror certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

OR

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)