



National Defence

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

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

Proposition à : Défense nationale Canada

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

Comments – Commentaires

Solicitation Closes – L'invitation prend fin

At – à : 2:00 PM EDT
On - le : 19 October 2023

Title – Titre Aircraft Deicing-defrosting Fluid	Solicitation No. – No de l'invitation W8486-249161/B
Date of Solicitation – Date de l'invitation 14 September 2023	
Address Enquiries to: – Adresser toutes questions à : Myriam Zakaib – Myriam.Zakaib@forces.gc.ca	
Telephone No. – No de telephone N/A	FAX No. – No de fax N/A
Destination See Statement of Requirement herein.	

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

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

Delivery Required – Livraison exigée See herein.
Vendor Name and Address – Raison sociale et adresse du fournisseur Bidder to insert
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) Bidder to insert
Name – Nom _____
Title – Titre _____
Signature _____
Date _____

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This bid solicitation cancels and supersedes previous bid solicitation number W8486-249161/A dated 10 July 2023 with a closing of 9 August 2023 at 2:00pm EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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, the Pricing Table, the Electronic Payment Instruments, Call-up destinations, Standing Offer Reporting and any other annexes

1.2 Summary

- 1.2.1** The Department of National Defence has a requirement to establish a National Individual Standing Offer (NISO) for the supply of Aircraft De-icing-defrosting Fluid for various Canadian Forces Base across Canada on an as and when requested basis for a one (1) year period from date of issuance. An irrevocable option to purchase Aircraft De-icing-defrosting Fluid for up to three (3) additional one (1) year period(s) has been included.

Delivery will be made to Quebec, Alberta, British Columbia, and Nova Scotia.

The complete list of requirements / mandatory specifications are identified in Annex A – Requirement

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 (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and Canada-United Kingdom Trade Continuity Agreement.

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (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.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

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

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

It is the Offeror's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

- f) Section 08, Transmission by Facsimile or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.1.1 **SACC Manual Clauses**

M1004T (2016-01-28), Condition of Material

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.

2.2.1 **Equivalent Products**

- 1) Products that are equivalent in form, fit, function and quality to the item(s) specified in the Request for Standing Offer will be considered where the Offeror:
 - a) designates the brand name, model and/or part number of the substitute product;
- 2) Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a) the offer fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the Request for Standing Offer for that item.
- 3) In conducting its evaluation of the offers, Canada may, but will have no obligation to, request Offerors offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specification, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the Request for Standing Offer, at the sole cost of Offerors, within five (5) calendar days of the request. If the Offeror fails to provide the requested information within the specified delay, Canada may declare the offer non-responsive.

Equivalent Products and Replacement Part Number from OEM – Samples

- 2) If the Offeror offers and equivalent product or a replacement part number from the OEM, Canada reserves the right to request a sample from the Offeror in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the Request for Standing Offer.
- 3) The Offeror must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within 10 calendar days from the date of request. The sample submitted by the Offeror will remain the property of Canada and

will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirement of the Request for Standing Offer or the Offeror fails to comply with the request of the Contracting Authority, the offer will be declared non-responsive.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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 [1] soft copy)
- Section II: Financial Offer (one [1] soft copy)
- Section III: Certifications (one [1] soft copy)
- Section IV: Additional Information (one [1] soft copy)

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

Bidders may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

Section I: Technical Offer

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

The following applies to the Requirement and Offerors must provide the following information in the offer where applicable:

The technical offer consists of the following:

(a) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex "A".

(b) For Items Identified by Trade Reference, Model, or Part Number: Ability to offer the stores specified "or equivalent". Equivalent substitutes for the stores specified herein will be considered provided the trade reference and the words "or equivalent" are crossed out and replaced by the trade reference of the stores offered. Equivalentents will be evaluated in terms of form, fit, performance/function and quality. Equivalentents must provide service equal to or better than the stores specified. The Offerors warrants that all proposed substitutes will be fully interchangeable with the trade reference specified.

(c) **Contacts:** Offerors are requested to provide the following: Information pertaining to Article 7.5.3 Contractor Representatives under Part 6, Offeror's Representative

Section II: Financial Offer

(a) **Pricing:** Offerors must submit their financial offer in accordance with the Pricing Table in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

(b) **All Costs to be Included:** The financial offer must include all costs for the requirement described in the standing offer for the entire Standing Offer Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the standing offer and the associated costs of these items is the sole responsibility of the Offeror.

(c) **Blank Prices:** Offerors are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

(d) **Pricing - Multi-Item Bid Solicitation:** Bidders must quote a price for all items identified in the bid solicitation.

Offerors must submit their financial bid as follows:

Offerors must submit firm prices, Delivered Duty Paid (DDP) at the following destinations:

25 CF Supply Depot Montreal
Montreal QC H1N 3V9
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282 E-mail: 25DAFCTrafficRDV@forces.gc.ca

14 Wing Greenwood

2 HGR Supply
Greenwood NS B0P 1N0

4 Wing Cold Lake
4 Wing Cold Lake Sup Flt Bldg 171
Cold Lake, AB T9M 2C6

19 Wing Comox
Bldg B171
Lazo BC V9M 4C6

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

All offers submitted shall be completed in full and provide all of the information requested in the Request for Standing Offer (RFSO) package to enable a full and complete evaluation. If the requirement is not addressed in the Offeror's offer, the offer will be considered incomplete or non-responsive and will be rejected. The onus is on the Offeror to provide all the information necessary to ensure a complete and accurate assessment.

4.1.1.1 Mandatory Technical Criteria

The mandatory technical evaluation criteria are detailed in Annex A

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing table provided in Attachment 1 to Part 3 - Pricing Table.

The price of the offer will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) as per Attachment 1 to Part 3 Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.1.2.1 Estimated Quantity

The estimated quantity of goods specified in Attachment 1 to Part 3 of the Bid Solicitation are for evaluation purposes only and in no way do they represent any commitments from Canada.

4.2 Basis of Selection

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 lowest 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 Required with the Offer

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

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

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

5.2.1 Integrity Provisions - 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.

5.2.2 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](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 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".

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 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.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

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

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

Quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from _____ to _____ inclusive. **[to be inserted at Award]** and

the period during which the Standing Offer is extended, if Canada chooses to exercise the options set out in the Standing Offer.

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 three, one-year periods under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty 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" to the following destinations:

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

14 Wing Greenwood
2 HGR Supply
Greenwood NS B0P 1N0

4 Wing Cold Lake
4 Wing Cold Lake Sup Flt Bldg 171
Cold Lake, AB T9M 2C6

19 Wing Comox
Bldg B171
Lazo BC V9M 4C6

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: [to be inserted at Award]
Department of National Defence
Directorate of Land Procurement
Address: 101 Colonel By Drive
Ottawa ON K1A 0K2

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

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 identified in the call-up against the Standing Offer.

The Technical 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

[to be inserted at Award]

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: [to be inserted at Award]

7.7 Call-up Procedures

7.7.1 Issuance: Authorized Call-ups against this Standing Offer must be made using duly completed call-up instrument as per Article 7.8 by electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.

No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.

7.7.2 Review and Confirmation: If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.

7.7.3 Modifications: Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.

7.7.4 Urgent Requirements: For urgent requirements only, Identified Users may request goods/services by telephone/facsimile/ e-mail which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods.

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the following forms or an equivalent electronic document:

PWGSC-TPSGC 942, Call-up Against a Standing Offer;
PWGSC-TPSGC 942-2 Call-up Against a Standing Offer – Multiple Delivery; and
DND 626 Call-ups

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 CDN (Applicable Taxes included).

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) 2010A (2022-12-01), General Conditions - Goods (Medium Complexity)
- e) Annex A, Statement of Requirement;
- f) Annex B, Pricing Table;
- g) the Offeror's offer dated _____ [to be inserted at 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 _____.

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.

7.3 Term of Contract

7.3.1 Delivery Date

Routine deliveries shall be within fourteen (14) calendar days from receipt of a call-up document. Urgent deliveries shall be within four (4) calendar days from receipt of a call-up document.

7.3.2 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.3.3 Shipping Instructions - Delivery at Destination

Shipment shall be consigned to the destination specified herein and delivered:

DDP Delivered Duty Paid (as per call-up) Incoterms 2010 for shipments from a commercial supplier.

The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid firm unit prices as specified in Annex B – Pricing Table. 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 Non-Returnable Pallets

Products are to be supplied on non-returnable pallets, 4 drums per pallet.

7.4.3 Method of Payment

H1001C (2008-05-12) Multiple Payment

7.4.4 Electronic Payment of Invoices – Call-up

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

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

7.5 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by a copy of the release document and any other documents as specified in the contract;

Invoices must be distributed as follows:

- a) The invoice along with any required supporting documentation must be forwarded to the Contracting Authority for certification and payment at:

Email: **[to be inserted at Award]**

- b) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Contracting Authority in its covering e-mail.

7.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

7.7 SACC Manual Clauses

A9006C	Defence Contract	2012-07-16
A9062C	Canadian Forces Site Regulations	2011-05-16
B7500C	Excess Goods	2006-06-16

D2025C	Wood Packaging Materials	2017-08-17
D3010C	Dangerous Goods/Hazardous Products	2016-01-28
D5545C	ISO 9001:2008 Quality Management System – Requirements (QAC C)	2019-05-30
D6010C	Palletization	2007-11-30

7.8 Packaging Requirement

The Contractor must prepare 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 items in quantities of 4 drums by package.

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

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

7.9 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX "A"

STATEMENT OF REQUIREMENT

Part 1.1 – REQUIREMENT

The Department of National Defence has a requirement for the supply of Aircraft Deicing-defrosting Fluid on an “as and when requested” basis, which must meet all of the mandatory technical requirements as specified below and the mandatory evaluation criteria as specified at Part 2.1 - Mandatory Technical Evaluation Criteria. The requirement must include all of the following:

Fluid Type	NATO Code	NSN	SPECIAL FEATURES
Type I	S-1717	NSN 6850-20-004-0272 or NSN 6850-20-A0B-8875 or equivalent	<p>DEICING-DEFROSTING FLUID SAE AMS 1424 TYPE 1: Concentrate to remove ice, frost and snow from exterior aircraft surfaces; propylene glycol based and orange dye. *Must confirm to the most current specification</p> <p>DEICING-DEFROSTING FLUID SAE-AMS-1424 TYPE 1: Concentrate to remove ice, frost and snow from exterior aircraft surfaces, ethylene glycol based and orange dye, mix 57 parts ADF concentrate with 43 parts water to get freeze point -45 deg C *Must confirm to the most current specification.</p>
Type IV	S-1723	NSN 6850-20-004-2341 or NSN 6850-20-004-2062 or equivalent	<p>DEICING-DEFROSTING AND ANTI-ICING FLUID SAE AMS 1428 TYPE IV: Composed of Propylene glycol, water, corrosion inhibitors, wetting agents and green dye. *Must confirm to the most current specification.</p> <p>DEICING-DEFROSTING AND ANTI-ICING FLUID SAE AMS 1428 TYPE IV: 50.0 minimum by volume Ethylene Glycol; 49.0 minimum by volume water; other ingredients 1.0. Do Not Dilute *Must confirm to the most current specification.</p>

Drum capacity must be 205 litres or equivalent.

Type I and Type IV fluids must be compatible with one another when applied on the same aircraft surface.

The requirement also includes the option to purchase the above noted NSN's (or equivalent) on an “as and when requested basis” for up to three (3) additional one year periods.

Upon delivery, the Certificate of Analysis and Safety Data Sheet must be included.

Part 1.2 - STATEMENT OF WORK

Service Purchase of the NSN's (or equivalent) must include: regional technical support; technical phone support; support via the Internet; and support via a fax-back document system.

Response for service shall be within 24 hours or less.

Also, provide the following with your offer:

a) Location of available service facilities closest to the destination.

b) Response time: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).

Part 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition, the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract.

Offerors are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

CRITERIA	MUST BE PROVIDE WITH BID TO SUBSTANTIATE THE CRITERIA	REFERNCE TO SUBSTANTIATION IN THE TECHNICAL BID
Type I fluid: NSN 6850-20-004-0272 or NSN 6805-20-A0B-8875	Documentation which confirms that the NSN meets the most current specification as specified in Annex "A."	
Type IV fluid: NSN 6850-20-004-2341or NSN 6850-20-004-2062	Acceptable documentation include: - Technical Data Sheet	

ANNEX "B"

PRICING TABLE

To be inserted at Award from Attachment 1 to Part 3

ATTACHMENT 1 TO PART 3 OF THE BID SOLICITATION

PRICING SCHEDULE

Bidders may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial bid.

Table 1: Type I Fluid DEICING-DEFROSTING FLUID:

SITE	ESTIMATED QUANTITIES *Drum capacity must be 205 liters or equivalent	FIRM, ALL-INCLUSIVE UNIT PRICE FOR BASE YEAR 1 *Drum charges included	FIRM, ALL-INCLUSIVE UNIT PRICE FOR BASE OPTION YEAR 1 *Drum charges included	FIRM, ALL-INCLUSIVE UNIT PRICE FOR BASE OPTION YEAR 2 *Drum charges included	FIRM, ALL-INCLUSIVE UNIT PRICE FOR BASE OPTION YEAR 3 *Drum charges included
WO102 14 Wing Greenwood 2 HGR Supply Greenwood NS B0P 1N0	34	\$_____ per drum	\$_____ per drum	\$_____ per drum	\$_____ per drum
W0134 4 Wing Cold Lake 4 Wing Cold Lake Sup Flt Bldg 171 Cold Lake, AB T9M 2C6	106	\$_____ per drum	\$_____ per drum	\$_____ per drum	\$_____ per drum
W0134 19 Wing Comox Bldg B171 Lazo BC V9M 4C6	33	\$_____ per drum	\$_____ per drum	\$_____ per drum	\$_____ per drum
WB941 Montreal Depot Department of National Defence – Wing Commander 6363 Rue Notre-Dame Est	46	\$_____ per drum	\$_____ per drum	\$_____ per drum	\$_____ per drum
Total Estimated Cost for Each Year		\$_____ (Base year)	\$_____ (Base year)	\$_____ (Base year)	\$_____ (Base year)
Evaluated Price (Base year + Option year 1 + Option year 2 + Option year 3):					\$

Type of Fluid Offered: _____ Propylene Glycol _____ Ethylene Glycol

Product Offered: _____

Table 2: Type IV Fluid DEICING-DEFROSTING AND ANTI-ICING FLUID:

SITE	ESTIMATED QUANTITIES *Drum capacity must be 205 liters or equivalent	FIRM, ALL-INCLUSIVE UNIT PRICE FOR BASE YEAR 1 *Drum charges included	FIRM, ALL-INCLUSIVE UNIT PRICE FOR BASE OPTION YEAR 1 *Drum charges included	FIRM, ALL-INCLUSIVE UNIT PRICE FOR BASE OPTION YEAR 2 *Drum charges included	FIRM, ALL-INCLUSIVE UNIT PRICE FOR BASE OPTION YEAR 3 *Drum charges included
WO102 14 Wing Greenwood 2 HGR Supply Greenwood NS B0P 1N0	8	\$ _____ per drum	\$ _____ per drum	\$ _____ per drum	\$ _____ per drum
WO134 4 Wing Cold Lake 4 Wing Cold Lake Sup Flt Bldg 171 Cold Lake, AB T9M 2C6	22	\$ _____ per drum	\$ _____ per drum	\$ _____ per drum	\$ _____ per drum
Total Estimated Cost for Each Year		\$ _____ (Base year)	\$ _____ (Base year)	\$ _____ (Base year)	\$ _____ (Base year)
Evaluated Price (Base year + Option year 1 + Option year 2 + Option year 3):					\$ _____

Type of Fluid Offered: _____ Propylene Glycol _____ Ethylene Glycol

Product Offered: _____

Table 4: Total Aggregated Bid Price:

Item	Description	Evaluated Price
1	Table 1: NSN 6850-20-004-0272 De-Icing - Defrosting Fluid	As per Evaluated Price from Table 1
2	Table 2: NSN 6850-20-004-2341 De-Icing - Defrosting Fluid	As per Evaluated Price from Table 2
4	Total Aggregated Bid Price	Sum of Tables 1, 2 and 3

ANNEX "C"

CALL-UP DESTINATION

DESTINATION CODE	DESTINATION ADDRESS
W0102	14 Wing Greenwood 2 HGR Supply 2 AD Astra way Greenwood NS B0P 1N0
W8486	4 Wing Cold Lake Bldg. 171 Cold Lake AB T9M 2C6
W0134	19 Wing Comox Bldg. 171 Lazo BC V9M 4C6
WB941	Montreal Depot Box Top: Bldg. 6 North 6363 Rue Notre-Dame Est Montréal, QC H1N 3V9

ANNEX “D”

STANDING OFFER REPORTING

Instructions for submission of standing offer usage data. The Contractor must e-mail the information identified below in the form of an electronic spreadsheet in the format below, to the following address:

[to be inserted at Award]

The report must include as a minimum the following:

- The standing offer number for which the data is submitted;
- The identified user;
- The period for which the data has been accumulated (start date to end date);
- The start date and end date for the standing offer;
- Item description and quantity being ordered;
- Unit of issue;
- Value of individual call-ups; and
- The total spend per reporting period and to date, by government department.

Standing Offer (Insert Standing Offer #)		Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)

Item Description	Quantity	Unit of Measure (each, litre, etc...)	Value of Order (not including GST/HST or Delivery)

NOTE: A MICROSOFT EXCEL FORMAT FILE FOR THE PURPOSE OF REPORTING IS AVAILABLE ELECTRONICALLY UPON E-MAIL REQUEST TO THE STANDING OFFER AUTHORITY.

ANNEX "E" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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