

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338**

Request For a Standing Offer Demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

Public Works and Government Services Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

Title - Sujet Rental of Portable Heaters	
Solicitation No. - N° de l'invitation W168A-13R074/A	Date 2013-04-29
Client Reference No. - N° de référence du client DND	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-016-8511
File No. - N° de dossier WPG-3-36001 (016)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-06-10	Time Zone Fuseau horaire Central Daylight Saving Time CDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Hall, Marlene	Buyer Id - Id de l'acheteur wpg016
Telephone No. - N° de téléphone (204)984-6423 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE LOCAL PURCHASE BLDG 188 DENWOOD Alberta T0B1B0 Canada	
Security - Sécurité 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

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

Request for Standing Offers (RFSO) RENTAL OF PORTABLE HEATERS

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Instrument
7. Limitation of Call-ups
8. Priority of Documents
9. Certifications
10. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance Requirements
7. SACC Manual Clauses

List of Annexes:

- Annex A - Requirement
- Annex B - Minimum Performance Specifications
- Annex C - Basis of Payment
- Annex D - Insurance Requirements
- Annex E - Standing Offer Usage Report

PART 1 - GENERAL INFORMATION

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 | 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 Requirement, the Minimum Performance Specifications, the Basis of Payment, Insurance Requirements and the Standing Offer Usage Report.

2. Summary

The Department of National Defence (DND) Wainwright and Department of National Defence (DND) Edmonton has a requirement for a Regional Individual Standing Offer (RISO) for the rental of portable heaters and associated components to heat temporary living quarters and military operations during training exercises taking place in Edmonton, Alberta, Wainwright, Alberta, Suffield, Alberta and Shilo, Manitoba and selected off-site locations, if Identified Users requests such goods during the period of the Standing Offer.

The Standing Offer will be valid for a three (3) year period September 1, 2013 to August 31, 2016.

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

The resulting (Standing Offer/Contract) is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

3. Debriefings

After issuance of a standing offer, 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

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 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual Clauses

M0019T 2007-05-25 Firm Price and/or Rates

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 on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

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

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

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 Manitoba.

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

1. Offer Preparation Instructions

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

Section I: Technical Offer (3 hard copies)
 Section II: Financial Offer (1 hard copy)
 Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex C, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

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

1.1. Technical Evaluation

- (a) Ability to perform the full scope of work as described in Annex A, Requirement and Annex B, Minimum Performance Specifications.
- (b) Canada will evaluate only the documentation provided with an Offeror's offer. Canada will not evaluate information such as references to Web site addresses where additional information can be found.

1.2 Financial Evaluation

Offerors must provide pricing as per the instructions detailed in Annex C, Basis of Payment.

Reference Annex B, 2) Financial Evaluation Calculation.

1.2.1 SACC Manual Clauses

M0222T	2013-04-25	Evaluation of Price
C3011T	2010-01-11	Exchange Rate Fluctuation

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies as per section 01 of Standard Instructions 2006, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of a Standing Offer

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

2.1 Federal Contractors Program - Certification \$200,000 or more M2000T 2013-04-25

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture:

- a. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. () is subject to FCP, and has a valid certificate number as follows: _____
(e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Periodic Usage Reports - Standing Offer

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 "E". 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 quarterly reporting periods are defined as follows:

- 1st quarter: September 1 to November 30;
- 2nd quarter: December 1 to February 28;
- 3rd quarter: March 1 to May 31;
- 4th quarter: June 1 to August 31.

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

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from September 1, 2013 to August 31, 2016.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Marlene Hall
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
100 - 167 Lombard Avenue
Winnipeg, MB. R3C 2Z1

Telephone: 204-984-6423
Fax: 204-983-7796
E-mail address: marlene.hall@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.

4.2 Project Authority

The Project Authority for the Standing Offer is:

Raye Jelleau
Department of National Defence
CFB Wainwright
Denwood, AB
Telephone: TBA
Email: TBA

Lorraine Campbell
Department of National Defence
CFB Edmonton
Edmonton, AB
Telephone: TBA
Email: TBA

The Project 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.

4.3 Offeror's Representative - authority cleared to received call-ups from Identified User named in the standing offer.

Name: _____

Title: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

5. Identified Users

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

Raye Jelleau
Department of National Defence
CFB Wainwright
Denwood, AB
Telephone: TBA
Email: TBA

Lorraine Campbell
Department of National Defence
CFB Edmonton
Edmonton, AB
Telephone: TBA
Email: TBA

6. Call-up Instrument

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

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$150,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

Individual call-ups exceeding \$150,000.00 must have prior written approval from the Standing Offer Authority.

8. 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2013-04-25), General Conditions - Goods (Medium Complexity;
- e) Annex A, Requirement;
- f) Annex B, Minimum Performance Specifications
- g) Annex C, Basis of Payment;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated _____ (insert date of offer).

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

9.2 SACC Manual Clauses

M3000C 2006-08-15 Price Lists

10. 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 Manitoba

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.

1. Requirement

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

2. Standard Clauses and Conditions**2.1 General Conditions**

2010A (2013-04-25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

3. Term of Contract**3.1 Delivery Date**

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

4. Payment**4.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

C0207C 2013-04-25

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in in Annex B for a cost of \$ _____ (insert the amount 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.

4.2 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

4.3 Multiple Payments

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

4.4 SACC Manual Clauses

C2000C	2007-11-30	Taxes - Foreign-based Contractor
C2605C	2008-05-12	Canadian Customs Duties and Sales Tax - Foreign-based Contractor

5. Invoicing Instructions

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

6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7. SACC Manual Clauses

A9006C	2012-07-16	Defence Contract
A9041C	2008-05-12	Salvage
A9062C	2011-05-16	Canadian Forces Site Regulations
B1501C	2006-06-16	Electrical Equipment
B7500C	2006-06-16	Excess Goods

ANNEX "A" REQUIREMENT

Requirement

The Department of National Defence (DND) Wainwright and Department of National Defence (DND) Edmonton, requires a Regional Individual Standing Offer for the rental of portable heaters and associated components to heat temporary living quarters and military operations during training exercises taking place in Edmonton Alberta, Wainwright Alberta, Suffield Alberta, Shilo Manitoba and selected off-site locations, if Identified Users requests such goods during the period of the Standing Offer.

The Standing Offer will be valid for a three (3) year period from September 1, 2013 to August 31, 2016.

Specifications

All Portable Heaters supplied by the Offeror must meet the Minimum Performance Specifications as outlined in Annex B.

If, upon delivery, the product(s) supplied are found to not meet the Minimum Performance Specifications, the product(s) will be returned at the Offerors expense and Canada will make no rental payments.

Responsibilities - Department of National Defence

The Department of National Defence will:

- provide at least fifteen (15) days written notice prior to commencement of Exercises. The written notice is to advise Offeror that the Exercise will start on those dates, but the actual Purchase Order / Call-up numbers may sometimes have very short notice (24 hours to 48 hours) due to sudden changes in DND requirements.
- be responsible for equipment that is lost or damaged during the rental period (except damage caused by the malfunction of the rental unit) or as a direct result of negligence or misuse by DND Personnel;
- be responsible for daily checks of temperature, engine oil levels and report any oil or fuel leakage to the Offeror within twenty-four hours.
- upon completion of Rental period, be responsible for dismantle and gathering of rental heaters and components and placing at the Supplier delivery and pick-up location(s).

Responsibilities - Offeror

The Offeror is responsible for:

- the delivery and pick up of the unit(s), including offloading, assembly, on-loading, and any required initial installation at site(s);
- upon completion of the Rental period, the Offeror will be responsible for loading and pick-up of all equipment from the same location(s);
- upon completion of the Rental period, the Offeror will be responsible for removing all equipment within two (2) weeks of the final day of Rental;
- all regular scheduled maintenance (as determined by the Offeror) and upkeep of the units during the rental period;
- all rental unit(s) deemed defective by the Department of National Defence must be repaired, operational and/or replaced by the Offeror within twenty-four (24) hours of notification. Replacement unit(s) must be equivalent or better;
- the provision of a Service Representative to be available twenty-four hours per day, seven days per week during the rental period when a combination of fifteen or more units are on site;
- the provision of a direct contact line to the Service Representative.

The Offeror must submit invoices within thirty (30) days of the final day of the Rental period. Each invoice must indicate whether it covers partial or final rental period. Applicable taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities.

Deliveries within Base Limits (Edmonton, Alberta, Wainwright, Alberta, Suffield, Alberta, Shilo, Manitoba)

- The Offeror will be responsible for the delivery, offloading and assembly of all requirements to the site specified in the PWGSC 942 Call-up Against Standing Offer. Upon completion of the rental period, the Offeror will be responsible for loading and pick-up of all requirements from the same location(s) as the original call-up(s).
- In the event that a Replacement and/or Repair is required, the replacement units must be delivered and offloaded to the same site as the original order.

Deliveries outside/off-site Base Limits (Edmonton, Alberta, Wainwright, Alberta, Suffield, Alberta, & Shilo, Manitoba)

- The Offeror will only be responsible for the delivery and offloading of all requirements to Edmonton, Alberta, Wainwright, Alberta, Suffield, Alberta and Shilo, Manitoba. All other transportation expenses will be the responsibility of the Department of National Defence.
- DND will be responsible for transportation from:
 - Department of National Defence - Edmonton, Alberta, Wainwright, Alberta, Suffield, Alberta and Shilo, Manitoba to its final point of usage;
 - Or
 - If mutually agreed upon, the Department of National Defence will pick up and drop off the requirement at the location closest to the ordering Department of National Defence Base.
- In the event that a replacement/repair is required, the replacement units must be delivered and picked-up from the same site as the original PWGSC 942 Call-up.

NOTE: Base Limits is defined as facilities located within each specified military base plus a 25 km radius.

General Instructions

- While within the confines of the base, the Offeror and his employees must comply with all standing orders as laid down by DND's Base Authorities.
- Offeror and his employee movement around the site must comply with all restrictions imposed by DND's Site Authority.
- Normal working hours are 0730-1600 hours, Monday through Friday. Any work carried out during other than normal working hours must be authorized in writing in advance by the Site Authority
- Fuel charges will not be charged or paid under this Standing Offer.
- Heaters are to be delivered to the specified location(s) empty of fuel. Any fuel left in the heaters upon delivery will be at no charge to Canada.
- Rental periods for equipment start the day of delivery to the specified site and end upon notification by National Defence to the Offeror to pick up equipment.

Repairs and/or Replacement of non-working units

- **Response Time (more than fifteen (15) units on site):**

The Offeror will acknowledge, either by email or telephone, DND Site Authority notification of non-working unit within two (2) hours and work will commence immediately thereafter or within a time frame mutually agreed to by both parties.

- **Response Time (less than eight (8) units on site):**

The Offeror will acknowledge, either by email or telephone, DND notification of non-working unit within 24 hours and work will be performed within a time frame mutually agreed to by both parties.

- **Emergency Response time:**

In case of emergency, the Offeror's technician will be on-site within four (4) hours of DND notification and work will commence immediately thereafter or within a time frame mutually agreed to by both parties.

Emergency is defined as repair and / or replacement of heaters for hospital tent, mess hall/dining tent and sudden change (severe drop) in temperature.

ANNEX "B"

MINIMUM PERFORMANCE SPECIFICATIONS

Offerors must address any concerns with the Minimum Performance Specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Standing Offer (RFSO).

Offerors must address each Minimum Performance Specification, listed below, whether the product offered "Meets" or "Doesn't Meet" and provide supporting documentation, such as specification sheets, technical brochures and photographs or illustrations to demonstrate compliance for each item. **Offerors** are requested to cross reference by item number on their supporting document where it clearly shows the specification meets each minimum specification. Lacking published supporting literature, Offerors must, at a minimum, provide a written narrative of how its offer demonstrates performance compliance, certify that no published specifications exist for items identified as "N/A" and that the product offered is compliant with the minimum performance specifications.

1) MINIMUM PERFORMANCE SPECIFICATIONS:

Item	Description Portable Heater, as per the following specifications:	Meets	Doesn't Meet	Technical Document Reference Page #
1	Must operate off standard Canadian electrical outlet (i.e, 110-120 Volt, single phase)			
2	Must have minimum run time of 10 hours on a full tank of fuel.			
3	Must be capable of operating with diesel and/or kerosene fuel.			
4	Exhaust fumes (Carbon Monoxide) must be vented through a separate pipe or smoke stack; exhaust cannot go through the heated air.			
5	Must have the ability to have a remote thermostat control connected.			
6	Heater must be capable of being operated safely outdoors in adverse conditions (i.e., rain, light snow, up to minus 40°C).			
7	Must be able to operate at a minimum of 320,000 BTU			
8	Must be wheel mounted for transportation without the need for motor vehicle assistance.			
9	Must be a clean burning heater capable of usage in sleeping and accommodation quarters.			

10	Must have a sealed combustion chamber and heat exchanger.			
11	Must be equipped with one (1), 25 foot Factory Certified CSA approved Standard Remote Thermostat Control for outdoor use.			
12	Must be equipped with four (4), 12 inches wide x 12 feet long, Partial Lined Heater Ducts .			
13	Must be equipped with one (1) 50' extension cord, minimum 10 gauge wiring.			
14	Must be equipped with one (1) 36 inch Chimney with china cap that draws exhaust away from the intake. (China Caps prevent rain and snow from entering the chimney.) NOTE: Flue (chimney) discharge temperatures can be in excess of 650 degrees so must be kept away from flammables and not run through tarps, tents, etc.			

Make and Model Number Offered: _____

The Offeror certifies that no published specifications exist for any items identified above as "N/A" and that the product offered meets or exceeds the minimum performance specifications requested.

Signature of Authorized Representative

Date

Bids which do not meet all of the Minimum Performance Specifications listed above will be non-compliant and given no further consideration.

If, upon delivery and acceptance, the product is found to not meet the Minimum Performance Specifications, the product will be returned at the Contractor's expense and the Contract terminated for default.

2) Financial Evaluation Calculation:

The estimated usage quantities provided in Annex C are for evaluation purposes only and in no way constitutes a guarantee on behalf of Canada.

1. For each line item listed in Annex C, Area of Coverage # 1, # 2, # 3 and # 4, the estimated quantity will be multiplied by the line item unit price = Extended Price for each geographical area of the Standing Offer.
2. The extended price for each geographical area will be added together = total for the Standing Offer (Evaluation Total 1 + Evaluation Total 2 + Evaluation Total 3 + Evaluation Total 4 = Total Evaluation).
3. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

ANNEX "C" BASIS OF PAYMENT

1: **GEOGRAPHIC AREA OF COVERAGE - CANADIAN FORCES BASE (CFB) WAINWRIGHT Located in Rural Eastern Alberta, Canada**

- The geographic area of coverage for delivery is defined as facilities located within CFB Wainwright plus a 25 km radius of the base.
- The Firm Unit Prices are F.O.B. Destination including all delivery and offloading charges to CFB Wainwright.
- Firm Unit Prices do not include GST, however GST will be added as a separate line item to any invoice issued as a result of a Call-up Against Standing Offer.
- Firm Unit Prices to include Provincial and/or Federal Construction Heater (CH) Inspection and Permit fees, if applicable.
- Pricing is based on a per week (7 calendar days) basis. If rental periods are less than a full week, payments will be prorated on a daily basis rate. (i.e., a rental for 47 days would be paid based on 6 5/7 weeks and rental for 4 days would be paid based on 4/7 week.)
- Heaters are to be delivered to the specified location empty of fuel. Any fuel left in the heaters upon delivery will be at NO charge to Canada.
- The estimated usage quantities provided are provided for evaluation purposes only and in no way constitutes a guarantee on behalf of Canada.

Price must be provided for each line item, including the monthly rate, for the offer to be considered responsive. The monthly rate must be provided but will not be included in the evaluation.

Firm Unit Price: September 1, 2013 to August 31, 2016

Item	Description	Estimated Usage	Firm Unit Price	Extended Price
1	Weekly rental of Portable Heaters in compliance with the Minimum Performance Specifications detailed in Annex B. (NOTE: Estimated Usage = 600 units per week x 12 weeks per year x 3 years)	21,600 weeks	\$_____/Week	\$_____
2	Monthly Rate	n/a	\$_____/Month	n/a
TOTAL OFFER PRICE # 1				\$_____

**2: GEOGRAPHIC AREA OF COVERAGE - CANADIAN FORCES BASE (CFB) EDMONTON
Located in Edmonton Capital Region, Alberta, Canada**

- The geographic area of coverage for delivery is defined as facilities located within CFB Edmonton plus a 25 km radius of the base.
- The Firm Unit Prices are F.O.B. Destination including all delivery and offloading charges to CFB Edmonton.
- Firm Unit Prices do not include GST, however GST will be added as a separate line item to any invoice issued as a result of a Call-up Against Standing Offer.
- Firm Unit Prices to include Provincial and/or Federal Construction Heater (CH) Inspection and Permit fees, if applicable.
- Pricing is based on a per week (7 calendar days) basis. If rental periods are less than a full week, payments will be prorated on a daily basis rate. (i.e., a rental for 47 days would be paid based on 6 5/7 weeks and rental for 4 days would be paid based on 4/7 week.)
- Heaters are to be delivered to the specified location empty of fuel. Any fuel left in the heaters upon delivery will be at NO charge to Canada.
- The estimated usage quantities provided are provided for evaluation purposes only and in no way constitutes a guarantee on behalf of Canada.

Price must be provided for each line item, including the monthly rate, for the offer to be considered responsive. The monthly rate must be provided but will not be included in the evaluation.

Firm Unit Price: September 1, 2013 to August 31, 2016

Item	Description	Estimated Usage	Firm Unit Price	Extended Price
1	Weekly rental of Portable Heaters in compliance with the Minimum Performance Specifications detailed in Annex B. (NOTE: Estimated Usage = 75 units per week x 10 weeks per year x 3 years)	2,250 weeks	\$_____/Week	\$_____
2	Monthly Rate	n/a	\$_____/Month	n/a
TOTAL OFFER PRICE # 2				\$_____

3: **GEOGRAPHIC AREA OF COVERAGE - CANADIAN FORCES BASE (CFB) SUFFIELD** **Located in Southeastern Alberta, Canada**

- The geographic area of coverage for delivery is defined as facilities located within CFB Suffield plus a 25 km radius of the base.
- The Firm Unit Prices are F.O.B. Destination including all delivery and offloading charges to CFB Suffield.
- Firm Unit Prices do not include GST, however GST will be added as a separate line item to any invoice issued as a result of a Call-up Against Standing Offer.
- Firm Unit Prices to include Provincial and/or Federal Construction Heater (CH) Inspection and Permit fees, if applicable.
- Pricing is based on a per week (7 calendar days) basis. If rental periods are less than a full week, payments will be prorated on a daily basis rate. (i.e., a rental for 47 days would be paid based on 6 5/7 weeks and rental for 4 days would be paid based on 4/7 week.)
- Heaters are to be delivered to the specified location empty of fuel. Any fuel left in the heaters upon delivery will be at NO charge to Canada.
- The estimated usage quantities provided are provided for evaluation purposes only and in no way constitutes a guarantee on behalf of Canada.

Price must be provided for each line item, including the monthly rate, for the offer to be considered responsive. The monthly rate must be provided but will not be included in the evaluation.

Firm Unit Price: September 1, 2013 to August 31, 2016

Item	Description	Estimated Usage	Firm Unit Price	Extended Price
1	Weekly rental of Portable Heaters in compliance with the Minimum Performance Specifications detailed in Annex B. (NOTE: Estimated Usage = 75 units per week x 10 weeks per year x 3 years)	2,250 weeks	\$_____/Week	\$_____
2	Monthly Rate	n/a	\$_____/Month	n/a
TOTAL OFFER PRICE # 3				\$_____

4: GEOGRAPHIC AREA OF COVERAGE - CANADIAN FORCES BASE (CFB) SHILO Located in Southwestern Manitoba, Canada

- The geographic area of coverage for delivery is defined as facilities located within CFB Shilo plus a 25 km radius of the base.
- The Firm Unit Prices are F.O.B. Destination including all delivery and offloading charges to CFB Shilo.
- Firm Unit Prices do not include GST, however GST will be added as a separate line item to any invoice issued as a result of a Call-up Against Standing Offer.
- Firm Unit Prices to include Provincial and/or Federal Construction Heater (CH) Inspection and Permit fees, if applicable.
- Pricing is based on a per week (7 calendar days) basis. If rental periods are less than a full week, payments will be prorated on a daily basis rate. (i.e., a rental for 47 days would be paid based on 6 5/7 weeks and rental for 4 days would be paid based on 4/7 week.)
- Heaters are to be delivered to the specified location empty of fuel. Any fuel left in the heaters upon delivery will be at NO charge to Canada.
- The estimated usage quantities provided are provided for evaluation purposes only and in no way constitutes a guarantee on behalf of Canada.

Price must be provided for each line item, including the monthly rate, for the offer to be considered responsive. The monthly rate must be provided but will not be included in the evaluation.

Firm Unit Price: September 1, 2013 to August 31, 2016

Item	Description	Estimated Usage	Firm Unit Price	Extended Price
1	Weekly rental of Portable Heaters in compliance with the Minimum Performance Specifications detailed in Annex B. Model # _____ (NOTE: Estimated Usage = 50 units per week x 8 weeks per year x 3 years)	1,200 weeks	\$_____/Week	\$_____
2	Monthly Rate	n/a	\$_____/Month	n/a
TOTAL OFFER PRICE # 4				\$_____

TOTAL OFFER PRICE #1 + #2 + #3 + #4	\$_____
--	---------

ANNEX "D"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

2. Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Solicitation No. - N° de l'invitation

W168A-13R074/A

Client Ref. No. - N° de réf. du client

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-3-36001

Buyer ID - Id de l'acheteur

wpg016

CCC No./N° CCC - FMS No/ N° VME

ANNEX "E"
STANDING OFFER USAGE REPORT

Return to:

ATTN.: MARLENE HALL
Public Works and Government Services Canada
Acquisitions Branch
Facsimile: (204) 983-7796
Telephone: (204) 984-6423
Email: marlene.hall@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:
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.

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER:
STANDING OFFER NO:
DEPARTMENT OR AGENCY:

REPORTING PERIOD:

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

NAME:
TELEPHONE NO.:
SIGNATURE:

DATE: