

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 Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

Title - Sujet Electrical Spares - Diesel Gensets	
Solicitation No. - N° de l'invitation W0125-13EGS6/A	Date 2013-02-13
Client Reference No. - N° de référence du client W0125-13EGS6	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-014-8440
File No. - N° de dossier WPG-2-35169 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-03-15	Time Zone Fuseau horaire Central Standard Time CST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Fagan, Mike	Buyer Id - Id de l'acheteur wpg014
Telephone No. - N° de téléphone (204)983-6103 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE WCE/86 Airfield Systems & Utilities 8 Wing Trenton 8 St. Jean Ave., Bldg 291 ASTRA Ontario K0K3W0 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

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Solicitation No. - N° de l'invitation

W0125-13EGS6/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg014

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

W0125-13EGS6

File No. - N° du dossier

WPG-2-35169

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1. Introduction

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

Part 1: General Information: provides a general description of the requirement;

Part 2: Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3: Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;

Part 5: Certifications: includes the certifications to be provided;

Part 6: 6A, Standing Offer, and 6B, Resulting Contract Clauses:

Part 6A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 6B: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, and the Periodic Usage Reporting Form.

2. Summary

- (i) The requirement is for a Regional Individual Standing Offer for the supply of electrical equipment, training, material and supplies to be used to construct and-or repair diesel generator sets in the range from 35 kW to 1.5 MW at 120/208 Volts or 347/600 Volts, on an "as required" basis.
- (ii) The Department of National Defence, 86 ASU in Trenton, Ontario will be authorized to use this Standing Offer.
- (iii) The period of the Standing Offer will be for a two (2) year period with the ability to extend for an additional two (2) - one (1) year extension periods.
- (iv) It is estimated that the amount that will be spent on this standing offer will be **\$350,000.00** per year.
- (v) There is no security requirement associated with this Standing Offer.
- (vi) Pursuant to section 01 of Standard Instructions 2006 and 2007, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

(vii) The requirement is subject to a preference for Canadian goods and/or services.

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided 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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

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 (2012-11-19) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days
Insert: ninety (90) days

1.1 SACC Manual Clauses

ID	Title	Date
M0019T	Firm Price and/or Rates	2007-05-25
M1004T	Materiel	2011-05-16

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services (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 at least 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 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 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 (2 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, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 Annex "B" - Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

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.
- (c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

1.1 Technical Evaluation**1.1.1 Mandatory Criteria**

- a) Ability to perform the full scope of the work as identified in Annex A - Requirement.
- b) Provision of pricing as per the instructions in Annex B, Basis of Payment.

NOTE: It is requested that Offerors submit with the offer, technical documentation such as specification sheets, technical brochures and photographs or illustrations to demonstrate

adherence to the specifications as identified in Annex A - Requirement, Annex B - Basis of Payment, and the pricing tables B1 and B2. If specific published technical documentation is not available, the Offeror should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.

1.2 Financial Evaluation

See Annex "B", Basis of Payment, Financial Evaluation.

1.2.1 Financial Evaluation Methodology

The Offeror must provide pricing and discounts per the Basis of Payment outlined in Annex B and Tables B1 and B2 attached. Failure to provide pricing and discounts will result in your proposal being deemed non-responsive. (Note: a 0% volume discount is acceptable and should be indicated to facilitate evaluation.

- 90% of items in Tables B1 and B2 must be priced to be considered responsive. (i.e. 104/115 items)
- The items and estimated quantities specified in Table B1 and B2 attached are provided for evaluation purposes only. Only like items quoted on by all Offerors will be evaluated.
- The prices quoted in Table B1 are to be all inclusive firm unit pricing, including deliver, for the initial 2 year period of the Standing Offer.
- Offerors must provide pricing as per the unit of issue requested. It is the responsibility of the Offeror to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.
- Should there be an error in the extended pricing of the offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer shall be changed to reflect the quantities stated in this document.
- The Prices quoted in Table B2 are to be used for the evaluation of Option years 1 and 2. These prices must be in accordance with the Net Trade Prices, (GST/HST Extra, FOB destination), as shown in the manufacturer's published trade price lists, applicable zone, latest issue valid in the month prior to solicitation closing, with no volume discount applied. **The volume discount quoted at Annex B herein shall be applied by the PWGSC Standing Offer Authority during the evaluation of the offer.**

1.2.2 Evaluation of price

SACC Manual clause M0222T (2010-01-11), Evaluation of Price

1.2.3 Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the Offer non-responsive.

2. Basis of Selection

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

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

- 1.1.1** By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

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

2.1.1.1 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 all 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.

2.1.1.2 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.

2.1.1.3 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.

3. Additional Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

3.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offers, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

3.1.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

PART 6- 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".

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 (<http://sacc.pwgscc.gc.ca/sacc/index-e.jsp>) 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 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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". 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.

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.

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

3. Term of Standing Offer

3.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance of the Standing Offer for a two (2) year period.

Estimated start date for Standing Offer is April 01, 2013.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority for the Standing Offer is:

Mike Fagan
Supply Specialist, Public Works and Government Services Canada
Acquisitions Branch, Western Region
100-167 Lombard Ave., Winnipeg, Manitoba, R3C 2Z1

Telephone: 204-983-6103
Facsimile: 204-983-7796
E-mail address: mike.fagan@pwgsc.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: **to be named on award of Standing Offer.**

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

4.3 Offeror Contacts

Name: _____ Title: _____

Phone: _____ Facsimile: _____

E-mail: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : **Department of National Defence, 86 ASU, 8 Wing Trenton.**

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 electronic document.

7. Limitation of Call-ups

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

8. Financial Limitation

8.1 Financial Limitation - Total

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of **\$ TBD** (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. 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 (2012-11-19) General Conditions - Goods (Medium Complexity);
- e) Annex A - Requirement;
- f) Annex B - Basis of Payment;
- g) the Offeror's offer dated **TBD**.

10. Certifications

10.1 Compliance

Compliance with the certifications 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 or 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.

10.2 SACC Manual Clauses

SACC Manual clause M3060C (2008-05-12), Canadian Content Certification

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in Manitoba.

12. SACC Manual Clauses

ID	Title	Date
M3000C	Price Lists	2006-08-15
M3800C	Estimates	2006-08-15

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 (2012-11-19) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 (2008-12-12) Interest on Overdue Accounts, of 2010A (2012-11-19), General Conditions - Medium Complexity - Goods will not apply to payments made by credit cards at point of sale.

3. Term of Contract

3.1 Period of Contract

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

3.2 Delivery Date

Delivery must be made within **five (5)** calendar days from receipt of a call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment - Firm Unit Prices

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 Annex B, Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 Limitation of Price

SACC Manual clause C6000C (2011-05-16), Limitation of Price

4.3 Method of Payment

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

4.4 SACC Manual Clauses

ID	Title	Date
C4001C	Travel and Living Expenses	2010-01-11

4.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

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.

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

6. Insurance Requirements

SACC Manual Clause G1005C (2008-05-12), Insurance

7. SACC Manual Clauses

ID	Title	Date
A9062C	Canadian Forces Site Regulations	2011-05-16
B1501C	Electrical Equipment	2006-06-16
B1505C	Shipment of Hazardous Materials	2006-06-16
B7500C	Excess Goods	2006-06-16
D3010C	Dangerous Goods/Hazardous Products	2012-07-16

ANNEX "A"**REQUIREMENT**

The Department of National Defence (DND), 16 ASU in Trenton, Ontario has a requirement for a Regional Individual Standing Offer (RISO) for the supply of electrical equipment, training, material and supplies to be used to construct and/or repair diesel generator sets in the range from 35 kW to 1.5 MW at 120/208 Volts or 347/600 Volts, on an "as required" basis.

Training Requirements

When requested, the Offeror agrees to and must be capable of training DND Technicians on the following courses (maximum 8 technicians per training session):

- 1) ARC Flash Course
- 2) CSA Code Update Course
- 3) Fire Alarm Panel Course

Location of training may take place at the Offeror's facility, if available. If the Offeror does not have the training facility capacity, DND will provide training facilities at 8 Wing Trenton. This training must be provided at the firm hourly rate quoted in the Basis of Payment at Annex B. (excluding travel and living expenses - see SACC Clause C4001C, Travel and Living Expenses under Part B, Resulting Contract Clauses of the Standing Offer)

Safety Regulations and Labour Codes

The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the work is to be performed.

Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the contractor shall provide a copy of any such permit, license, or certificate to Canada.

Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, prior to delivery, by a certification organization accredited by the Standards Council of Canada (SCC).

ANNEX B**BASIS OF PAYMENT****1. BASIS OF PAYMENT – Firm Unit prices – for the initial 2 year period of the Standing Offer**

The Offeror will be paid a firm unit price per Table B1, Goods and Services Tax or Harmonized Sales Tax extra, if applicable, for all items quoted under the initial 2 year period of the Standing Offer.

2. BASIS OF PAYMENT – Discount of Price List – Option Years

Goods are to be Priced in accordance with the Net Trade Prices, (GST/HST Extra, FOB destination), as shown in the manufacturer's published trade price lists, applicable zone, latest issue in effect on date of call-up, less a volume discount of (as specified per the 11 Categories identified below) %.

***OFFEROR MUST INSERT THE % DISCOUNT IN THE BELOW TABLE**

CATEGORY	NET TRADE PRICES AS SHOWN IN THE MANUFACTURES PUBLISHED TRADE PRICE LIST LESS A VOLUME DISCOUNT OF:
1. WIRE AND CABLE	%
2. CONDUIT	%
3. CONDUIT FITTINGS ETC.	%
4. PANELS/BREAKERS & DISCONNECTS	%
5. FUSES	%
6. TRANSFORMERS	%
7. THERMOSTATS & LOUVER MOTORS	%
8. FIRE ALARM EQUIPMENT	%
9. BOXES AND ENCLOSURES	%
10. LIGHTING FIXTURES/CONTROLS	%
11. POWER CABLES & CONNECTORS	%

3. BASIS OF PAYMENT - TRAINING (Firm Hourly Rate)

Item No.	Description	Estimated Quantity	Firm Unit Price (Initial 2 yr Standing Offer Period)	Firm Unit Price (Option Periods)
1	Firm hourly rate for training requirements as identified in Annex A, herein. Rate does not include travel and living expenses.	50 hrs	\$_____/hr	\$_____/hr

(Estimated quantity of 50 hours for evaluation purposes)

4. MISCELLANEOUS CLAUSE

All other electrical supplies available in the manufacturers current published net trade price list but not already specified under a category in the "Basis of Pricing Table" herein, will be made available to Canada at the current Published Price List price at the time of call-up less a discount of ____%.

(Estimated quantity for evaluation purposes: \$25,000.00)

Price Lists

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update published price lists and/or catalogues as Canada may require. The Offeror shall provide one (1) copy of its catalogue and price list and updates thereto to each Identified User requesting a copy. The Offeror shall further send one (1) copy to the Contracting Authority at the address stated in this document.

Specials

In addition to the above pricing, special offering due to year end, or surplus manufacturing runs, special job lots, sales, etc., are to be made available as they occur if of lesser cost than the above pricing arrangement.

5. FINANCIAL EVALUATION METHODOLOGY

The Offeror must provide pricing and discounts per the Basis of Payment outlined in Annex B and Tables B1 and B2 attached. Failure to provide pricing and discounts will result in your proposal being deemed non-responsive. (Note: a 0% volume discount is acceptable and should be indicated to facilitate evaluation.

- 90% of items in Tables B1 and B2 must be priced to be considered responsive. (i.e. 104/115 items)
- The items and estimated quantities specified in Table B1 and B2 attached are provided for evaluation purposes only. Only like items quoted on by all Offerors will be evaluated.
- The prices quoted in Table B1 are to be all inclusive firm unit pricing, including deliver, for the initial 2 year period of the Standing Offer..
- Offerors must provide pricing as per the unit of issue requested. It is the responsibility of the Offeror to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.
- Should there be an error in the extended pricing of the offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer shall be changed to reflect the quantities stated in this document.
- The Prices quoted in Table B2 are to be used for the evaluation of Option years 1 and 2. These prices must be in accordance with the Net Trade Prices, (GST/HST Extra, FOB destination), as shown in the manufacturer's published trade price lists, applicable zone, latest issue valid in the month prior to solicitation closing, with no volume discount applied. **The volume discount quoted at Annex B herein shall be applied by the PWGSC Standing Offer Authority during the evaluation of the offer.**

6. FINANCIAL EVALUATION

Total Evaluated Amount will be calculated as follows:

TABLE B1: For Firm Unit Pricing (Initial two year period)

- STEP 1: For each line item, Unit Price x Estimated Quantity = Extended Total
 STEP 2: Aggregate of Extended Totals per TABLE B1 = **TABLE B1 EVALUATED OFFER**

TABLE B2: For % Discount (Two - one year Option Periods)

- STEP 1: For each line item, Net trade Unit Price x Estimated Quantity = Extended Total
 STEP 2: Aggregate of Extended Totals - % Discount per category as specified by the Offeror at Annex B = Extended Totals per Category.
 STEP 3: Aggregate of Extended Totals per Category = **TABLE B2 EVALUATED OFFER**

TRAINING REQUIREMENTS: Firm Unit Pricing

- STEP 1: For Training Requirements, an estimated quantity of 50 hours will be used for evaluation purposes only.
 STEP 2: Hourly rate for initial Standing Offer period x 50 hrs = Extended Total (Standing offer Period)
 STEP 3: Hourly rate for Option Year periods x 50 hrs = Extended Total (Option Years)
 STEP 4: Aggregate of Extended Totals = **TRAINING REQUIREMENTS EVALUATED OFFER**

MISCELLANEOUS CLAUSE: For % Discount Pricing for items not specifically identified in Tables B1/B2.

- STEP 1: For Miscellaneous Items, a dollar value of \$25,000.00 will be used for evaluation purposes only.
 STEP 2: \$25,000.00 - % Discount = **MISCELLANEOUS CLAUSE EVALUATED OFFER**

TOTAL EVALUATED AMOUNT

TABLE B1 EVALUATED OFFER	\$
+ TABLE B2 EVALUATED OFFER	\$
+ TRAINING REQUIREMENTS EVALUATED OFFER	\$
+ MISCELLANEOUS CLAUSE EVALUATED OFFER	\$
= TOTAL EVALUATED AMOUNT	\$

