

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
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  
Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

<b>Title - Sujet</b> CAT Generator Parts	
<b>Solicitation No. - N° de l'invitation</b> W0125-14EGS0/A	<b>Date</b> 2014-12-03
<b>Client Reference No. - N° de référence du client</b> W0125-14EGS0	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$WPG-016-9275
<b>File No. - N° de dossier</b> WPG-4-37106 (016)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-13</b>	
<b>Time Zone Fuseau horaire</b> Central Standard Time CST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hall, Marlene	<b>Buyer Id - Id de l'acheteur</b> wpg016
<b>Telephone No. - N° de téléphone</b> (204)984-6423 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE SUPPLY CUSTOMER SUPPORT FLIGHT STN FORCES P.O.BOX 1000 ASTRA Ontario K0K3W0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

W0125-14EGS0/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg016

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

W0125-14EGS0

File No. - N° du dossier

WPG-4-37106

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 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 any other annexes

### **1.2 Summary**

The Department of National Defence (DND) requires a Regional Individual Standing Offer (RISO) for the supply and delivery of Caterpillar Diesel Generator spare parts in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFS, Alert in Nunavut. Offeror must be an authorized distributor of Caterpillar Diesel Generator parts and must be able to supply parts for the following specific engine models of four (4) primary and two (2) standby Caterpillar Power Plants: 3304, 3306, 3404, 3406, 3412, 3508, 3512, and 3516. Offeror must be able to supply, as required, off-the-shelf items within two weeks from date of order.

The Standing Offer will be for a period of three (3) years with the option to extend for two (2) additional one (1) year period(s).

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#) and [2007](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

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)."

This procurement is subject to the Nunavut Land Claims Agreement.

The requirements of the **Nunavut Land Claims Agreement**

([http://www.nucj.ca/library/bar\\_ads\\_mat/Nunavut\\_Land\\_Claims\\_Agreement.pdf](http://www.nucj.ca/library/bar_ads_mat/Nunavut_Land_Claims_Agreement.pdf)) will apply to the proposed procurement. Bidders are therefore requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Article 24 of The Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

### 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](#) (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 90 days

#### 2.1.1 SACC Manual Clauses

B3000T	(2006-06-16)	Equivalent Products
M0019T	(2007-05-25)	Firm Price and/or Rates
M1004T	(2011-05-16)	Condition of Material

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

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## 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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 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 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

### 3.1 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) (<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 B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

**3.1.1 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.

**3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications**

Offerors must submit the certifications required under Part 5.



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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

- (a) Offerors must be an Authorized Distributor of Caterpillar Generator parts and must be able to supply parts for engine models 3306, 3308, 3406, 3408, 3508, 3512, 3516.
- (b) Offerors must provide a copy of Certificate and/or letter confirming Authorized Distributor of Caterpillar Generator parts.

##### **4.1.1.2 Aboriginal Opportunities Consideration**

In this requirement "Aboriginal Opportunities Consideration" will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the criteria listed in Annex E.

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause [M0220T](#) (2013-04-25), Evaluation of Price

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Mandatory Technical Criteria Only**

*SACC Manual* Clause M0031T (2007-05-25), Basis of Selection – Mandatory Technical Criteria Only

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### **5.1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](#) website.

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 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

**6.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to this Standing Offer.

#### **6.3 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.

##### **6.3.1 General Conditions**

[2005](#) (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **6.3.2 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 quarterly reporting 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 15 calendar days after the end of the reporting period.

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of issuance to December 31, 2017.

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#### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) periods, from January 1, 2018 to December 31, 2018 and January 1, 2019 to December 31, 2019 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 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 6.5. Authorities

##### 6.5.1 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: [marlene.hall@pwgsc-tpsgc.gc.ca](mailto: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.

##### 6.5.2 Project Authority

The Project Authority for the Standing Offer is: DND, 86 ASU Astra (*A contact is to be named at date of standing offer issuance.*)

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.

##### 6.5.3 Offeror's Representative

The authority cleared to receive call-ups from identified user named in the standing offer.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Organization: \_\_\_\_\_ Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

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## 6.6 Identified Users

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

Department of National Defence  
86 Airfield System and Utilities Flight (86 ASU)  
PO Box 17000 STN FORCES  
Astra, ON. K0K 3W0

## 6.7 Call-up Instrument

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

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$250,000.00 (Applicable Taxes included).

## 6.9 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services;
- d) the supplemental general conditions 4001 (2013-01-28), Hardware Purchase, Lease and Maintenance;
- e) the general conditions 2010A (2014-09-25), General Conditions - Goods (Medium Complexity);
- f) Annex A, Requirement;
- g) Annex B, Basis of Payment;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), "as clarified on \_\_\_\_\_" **or** "as amended on \_\_\_\_\_".

## 6.10 Certifications

### 6.10.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

### 6.10.2 SACC Manual Clauses

M3000C (2006-08-15) Price Lists

## 6.11 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.

### 6.1 Requirement

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

### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

2010A (2014-09-25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2014-09-25), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

#### 6.2.2 Supplemental General Conditions

4001 (2013-01-28) Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

### 6.3 Term of Contract

#### 6.3.1 Delivery Date

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

#### 6.3.2 Preparation for Delivery – Canadian-based Contractor

1. Preservation and packaging for items in Annex A must be in accordance with the Canadian Forces packaging specification *D-LM-008-001/SF-001*, and must be marked to *D-LM-008-002/SF-001*. Form Level B **Pkg Data Form Req'd** must be in accordance with *D-LM-008-011/SF-001*.
2. Packaging data forms previously approved by Canadian authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

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### 6.3.3 Preparation for Delivery – United States-based Contractor

1. Preservation and packaging for items in Annex A must be in accordance with the current issue of *United States (U.S.) Department of Defense Military Standard MIL-STD-2073* and must be marked to *MIL-STD-129*.
2. Packaging data forms previously approved by U.S. authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

### 6.3.4 Preparation for Delivery – European Union

The Contractor must prepare item number(s) in Annex A for preservation and packaging in accordance with NATO Marking and Packaging Standards as contained in the latest issue of TL8100-0101/NATO-4.

The Contractor must use packaging data forms previously approved or contained in NATO-4.

The Contractor must ensure approved coded packaging data is shown immediately below the description of the corresponding item. Where no packaging data is shown, the Contractor must submit a packaging data form for approval.

### 6.3.5 Shipping Instructions – Delivery at Destination

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

- a. Free on Board (Destination) common carrier DND, 86 ASU, Astra ON, for shipments from the United States government; or
- b. Delivered Duty Paid (DDP) DND, 86 ASU, Astra, ON, Incoterms 2000 for shipments from a commercial contractor.

## 6.4 Payment

### 6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex 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.

### 6.4.2 Single Payment

H1000C (2008-05-12) Single Payment

### 6.4.3 Payment by Credit Card

The following credit card is accepted: \_\_\_\_\_.

**OR**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

## 6.5 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.

## 6.6 Insurance

SACC *Manual* clause [G1005C](#) (2008-05-12) Insurance

## 6.7 SACC Manual Clauses

B1501C	(2006-06-16)	Electrical Equipment
B7500C	(2006-06-16)	Excess Goods
C5201C	(2008-05-12)	Prepaid Transportation Costs
C2000C	(2007-11-30)	Taxes - Foreign-based Contractor
D5328C	(2007-11-30)	Inspection and Acceptance
G1005C	(2008-05-12)	Assurances



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**ANNEX "A"**  
**REQUIREMENT**

The Department of National Defence (DND) requires a Regional Individual Standing Offer (RISO) for the supply and delivery of Caterpillar Diesel Generator spare parts, or equivalent products, in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFB, Alert. Offeror must be an authorized distributor of Caterpillar Diesel Generator parts and must be able to supply parts for the following specific engine models of four (4) primary and two (2) standby Caterpillar Power Plants.

- 1) 3304
- 2) 3306
- 3) 3404
- 4) 3406
- 5) 3412
- 6) 3508
- 7) 3512
- 8) 3516

The Standing Offer will be for a period of three (3) years with the option to extend for two (2) additional one (1) year period(s).

The Offeror will waive all core charges and the Department of National Defence will be responsible to ensure all parts that would have a core charge attached are returned to Offeror.

**Delivery Date**

Delivery must be made within two (2) weeks from receipt of a call-up against the Standing Offer for off-the-shelf parts.

The Offeror must be able to provide emergency parts within three (3) hours from receipt of an emergency call-up, or have a facility within 300 km radius of DND, Astra, ON. for emergency pick-ups.

Offeror confirms (must be able to meet one of the following)

- Able to provide 3 hours emergency service Yes \_\_\_\_ No \_\_\_\_
- Has a facility within 300 km radius of DND, Astra Ontario. Yes \_\_\_\_ No \_\_\_\_

**Delivery Address, FOB Destination**

Department of National Defence  
86 Airfield System and Utilities Flight (86 ASU)  
Building # 311  
Astra, ON. K0K 3M0

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**ANNEX "B"**

**BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Offeror will be paid a firm unit price of \$\_\_\_\_\_ (insert the amount at contract award as calculated in accordance with the published price list, subject to exchange rate fluctuation, if applicable, less discount offered). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**Table 1**

Goods are to be priced in accordance with your current published price list on date of order less a firm volume discount of:

- 1. First year period from date of issuance of Standing Offer to 31 December 2015**  
All parts available in the current published price list in effect on date of call-up, less a discount of \_\_\_\_%.
- 2. Second year period of Standing Offer - 01 January 2016 to 31 December 2016**  
All parts available in the current published price list in effect on date of call-up, less a discount of \_\_\_\_%.
- 3. Third year period of Standing Offer - 01 January 2017 to 31 December 2017**  
All parts available in the current published price list in effect on date of call-up, less a discount of \_\_\_\_%.
- 4. First year option period - 01 January 2018 to 31 December 2018**  
All parts available in the current published price list in effect on date of call-up, less a discount of \_\_\_\_%.
- 5. Second year option period - 01 January 2019 to 31 December 2019**  
All parts available in the current published price list in effect on date of call-up, less a discount of \_\_\_\_%.

**Additional Discounts:**

An additional discount will apply when individual call-ups placed against the Standing Offer have a minimum value as follows:

<u>Order Value</u>	<u>Discount</u>
Between \$50,000.00 - \$75,000.00	_____ %
Between \$75,000.00 - \$100,000.00	_____ %
Between \$100,000.00 - \$150,000.00	_____ %
Between \$150,000.00 - \$200,000.00	_____ %

**Price List:**

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

**Specials:**

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

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**Core Charges:**

The Offeror will waive all core charges and the Department of National Defence will be responsible to insure all parts that would have a core charge attached are returned to Offeror

**ANNEX "C"**

**FINANCIAL EVALUATION**

It is mandatory for Offerors to be able to provide a minimum of 90% or 88 of the 98 part number products (or equivalent) listed in table 2 below.

The total aggregate evaluated amount for each offer is calculated by multiplying the unit price for each part number by the associated quantity listed and summing the values.

The Standing Offer Authority may request a copy of the Offeror's current published price list for verification of unit pricing offered.

The prices that are indicated herein must be prices from the Offeror's current published price list with no discount applied. The discount quoted in Annex B will be applied during the evaluation of the offer.

The items and quantities specified below are provided for evaluation purposes only.

**Table 2**

Item	Part Number	Description	Estimated Quantity	Unit of Issue	Unit Price
1	4N5906	SPRING	10	each	\$
2	6N7175	ROTOCOIL	10	each	\$
3	7N0858	HEAD ASSEMBLY	10	each	\$
4	115-2368	VALVE INT.	10	each	\$
5	115-2367	VALVE EXH.	10	each	\$
6	2A4429	LOCK	10	each	\$
7	2W6686	ADAPTER	10	each	\$
8	2W6587	CORE AS.	10	each	\$
9	7N9806	PIN	10	each	\$
10	008-3214	RING	10	each	\$
11	7N3229	ROD ASSEMBLY	10	each	\$
12	9Y9497	BEARING	10	each	\$
13	7N3511	PISTON GROUP	10	each	\$
14	8N0822	RING GROUP	10	each	\$
15	9M6527	WASHER	10	each	\$
16	2K4973	LOCKNUT	10	each	\$
17	4N3032	BRACKET	10	each	\$
18	5M6214	PLUG	10	each	\$
19	6L8617	CAP	10	each	\$
20	2B2006	BOLT	10	each	\$
21	8N8836	RADIATOR GP	10	each	\$
22	0S1595	BOLT	10	each	\$
23	7N4600	BRACE AS	10	each	\$
24	5P0598	CLAMP	10	each	\$
25	7N9088	SUPPORT	10	each	\$
26	7N9089	SUPPORT	10	each	\$
27	4N2987	TUBE	10	each	\$
28	2W6964	PLATE	10	each	\$

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29	3B8404	CLIP	10	each	\$
30	1B5174	PLUG	10	each	\$
31	4L4642	GASKET	10	each	\$
32	0S1594	BOLT	10	each	\$
33	6L4964	ELBOW	10	each	\$
34	9F9522	BOLT	10	each	\$
35	0T0319	BOLT	10	each	\$
36	4L4448	ISOLATOR	10	each	\$
37	1D4718	NUT	10	each	\$
38	4B1040	WASHER	10	each	\$
39	1C1976	WASHER	10	each	\$
40	5M2894	WASHER	10	each	\$
41	9Y6391	BRACKET	10	each	\$
42	7N9153	BRACE	10	each	\$
43	5P8249	WASHER	10	each	\$
44	0S1588	BOLT	10	each	\$
45	2M0849	WASHER	10	each	\$
46	1D4719	NUT	10	each	\$
47	6V8801	NUT	10	each	\$
48	4N2573	GUARD AS	10	each	\$
49	0S0509	BOLT	10	each	\$
50	4L5757	STRAP	10	each	\$
51	0S1617	BOLT	10	each	\$
52	9N0869	WASHER	10	each	\$
53	1N9882	BOLT	10	each	\$
54	8M6701	WASHER	10	each	\$
55	8N3233	LEVER	10	each	\$
56	8N3234	SHAFT	10	each	\$
57	8N3235	LEVER	10	each	\$
58	7L4984	STUD	10	each	\$
59	3B6424	LEVER	10	each	\$
60	5H2532	KEY	10	each	\$
61	2A4996	BOLT	10	each	\$
62	2L6267	LOCKNUT	10	each	\$
63	8N3232	SHAFT	10	each	\$
64	6N2016	SPRING	10	each	\$
65	4W4564	SLEEVE	10	each	\$
66	7N1599	PLATE	10	each	\$
67	4W8653	COVER	10	each	\$
68	8N3224	HOUSING AS	10	each	\$
69	7W3349	NUT	10	each	\$
70	5P5034	BOLT	10	each	\$
71	4W8795	SETSCREW	10	each	\$
72	8H0708	BOLT	10	each	\$
73	3L5987	COVER	10	each	\$
74	6L1597	GASKET	10	each	\$
75	8S4711	BOLT	10	each	\$
76	5M6214	PLUG	10	each	\$
77	5P5034	BOLT	10	each	\$
78	4D0514	PLUG	10	each	\$
79	4N2955	BOLT	10	each	\$

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80	8N3229	GEAR AS	10	each	\$
81	8N3238	GEAR	10	each	\$
82	0S1614	BOLT	10	each	\$
83	5P0537	WASHER	10	each	\$
84	7S6798	SEAL	10	each	\$
85	3K6983	WASHER	10	each	\$
86	2H3429	RING	10	each	\$
87	8N3226	GEAR AS	10	each	\$
88	6F7027	BOLT	10	each	\$
89	8N3239	GASKET	10	each	\$
90	8H9186	SPRING	10	each	\$
91	8N3236	SUPPORT AS	10	each	\$
92	2N5920	EXTENSION	10	each	\$
93	0S1616	BOLT	10	each	\$
94	8L5855	COUPLING	10	each	\$
95	2W7277	TURBOCHARGER GP	10	each	\$
96	1S4295	GASKET	10	each	\$
97	7L3195	BOLT	10	each	\$
98	2N2766	LOCKNUT	10	each	\$

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**ANNEX "D"**

**STANDING OFFER USAGE REPORT**

The Offeror must submit quarterly usage reports tracking all call-ups made for the services supplied under the Standing Offer.

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

Standing Offer Number: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

**Report Periods:**

Report due	Quarterly Usage Report Schedule
December 31	September 1 to November 30
March 31	December 1 to February 28
June 30	March 1 to May 31
September 30	June 1 to August 31

Call-up # and Date	Dollar Value (GST included)	Cumulative Total
<b>Total Dollar Value for this Period</b> <i>&lt;insert period&gt;</i> : \$ _____		

**Check this box if you are submitting a NIL REPORT**

Please send all reports to the attention of the Contracting Officer:  
 Marlene Hall  
 Email: marlene.hall@pwgsc-tpsgc.gc.ca  
 Fax: (204) 983-7796

**ANNEX "E"**

**ABORIGINAL OPPORTUNITIES CONSIDERATIONS**

The requirements of the **Nunavut Land Claims Agreement** ([http://www.nucj.ca/library/bar\\_ads\\_mat/Nunavut\\_Land\\_Claims\\_Agreement.pdf](http://www.nucj.ca/library/bar_ads_mat/Nunavut_Land_Claims_Agreement.pdf)) will apply to the proposed procurement. Bidders are therefore requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Article 24 of The Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

In compliance with the requirements of Article 24 - Government Contracts, of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, the following conditions shall apply in the award of any Contract resulting from this solicitation:

**1. Contractor Selection**

Any contract resulting from this solicitation will be awarded to the responsive bidder whose total assessed bid price is the lowest. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the Nunavut Settlement Area Bid Criteria.

**2. Opportunities and Considerations**

Bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria:

In this requirement "Nunavut Representations" will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

BID CRITERIA	AVAILABLE POINTS
1. a) The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area.	1 Point
2. The employment of Inuit labor. Points will be assigned based on the following (one point for each item): a) Details on the work to be carried out for each position proposed to be filled by an Inuit person. b) Strategies for recruitment of Inuit persons. c) Strategies for retention of Inuit persons.	3 Points
3. Engagement of Inuit professional services. Points will be assigned based on the following (one point for each item): a) Identifying the work intended to be carried out by Inuit firms, as well as an estimated dollar value of the work. b) Details on how business with Inuit firms will be managed, from developing sources of supply to administration. c) Details concerning the development of new sources of supply, or new capabilities.	1 Point



<p>4. Use of suppliers that are Inuit or Inuit firms in carrying out the contract. Points will be assigned based on the following (one point for each item):</p> <p>a) Identifying the work intended to be carried out by Inuit firms, as well as an estimated dollar value of the work.  b) Details on how business with Inuit firms will be managed, from developing sources of supply to administration.  c) Details concerning the development of new sources of supply, or new capabilities.</p>	<p>2 Points</p>
<p>5. The undertaking of commitments, under the contract, with respect to on- the-job training or skills development for Inuit. Points will be assigned based on the following (one point for each item):</p> <p>a) Details of Apprenticeship program(s).  b) Details of Pre-professional program(s).  c) Strategies for involving the use of College program(s) (e.g., the Nunavut Arctic College).  d) Details regarding on-the job training.  e) Details of In-house training program(s).</p>	<p>3 Points</p>
<p>TOTAL POSSIBLE POINTS</p>	<p>10 Points</p>

For purposes of interpretation:

"Inuit firm" shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada; and

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

"deliveries to" means "goods delivered to, and services performed in".

For more information on the contents of these lists, please contact:  
Nunavut Tunngavik Incorporated Telephone #: (867) 645-3199  
P.O. Box 280 Facsimile #: (867) 645-3452  
Rankin Inlet, N.W.T. X0C 0G0

**3. Evaluation and Assessment - Submission Requirements**

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Nunavut Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

The Minister reserves the right to verify any information provided in the "Nunavut Representations" and that untrue statements may result in the tender being declared non-responsive.

**4. Treatment of Representations and Warranties**

The Bidder acknowledges that:

- a) the Minister relies upon the "Nunavut Representations" to evaluate bids; and

b) the "Nunavut Representations" shall become covenants under any contract(s) resulting from this solicitation.

**W0043T NLCA - Evaluation Criteria (2011-05-16)**

The benefits that apply to this procurement are contained in: Section 4, Inuit of Nunavut Land Claims Agreement (NLCA), clauses:

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- (a) the existence of head offices, administrative offices or Other facilities in the Nunavut Settlement Area;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

**5. Liquidated Damages**

1. The contractor acknowledges that:

1.1 the Invitation to Tender (ITT) or Request for Proposal (RFP) and this Contract fall within the ambit of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and

1.2 pursuant to Article 24.6.1 of the "Agreement", the bid criteria included in the RFP or ITT and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:

1.2.1 The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;

1.2.2 The employment of Inuit labor, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract;

1.2.3 The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Nunavut Representations") as contemplated in paragraph 1 above in its bid for this contract (To be completed at time of contract award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
-------------------	-----------------------

- |        |  |
|--------|--|
| 2.1 a) |  |
| 2.2 a) |  |
| b)     |  |
| c)     |  |
| 2.3 a) |  |
| b)     |  |
| c)     |  |

- 2.4 a)
- b)
- c)
- 2.5 a)
- b)
- c)
- d)
- e)

3. The contractor acknowledges that the "Nunavut Representations":
  - 3.1 are covenants under this contract; and
  - 3.2 each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.
4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Nunavut Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Nunavut Representation" in paragraph 3.2.
5. The Contractor further acknowledges that:
  - 5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and
  - 5.2 The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.