

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

National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

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

Title - Sujet Diesel Generator Sets	
Solicitation No. - N° de l'invitation ET959-160116/B	Date 2015-10-13
Client Reference No. - N° de référence du client ET959-160116	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-016-9624
File No. - N° de dossier WPG-5-38032 (016)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-11-23	
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)230-0147 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 100-167 LOMBARD AVE WINNIPEG Manitoba R3B0T6 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

Solicitation No. - N° de l'invitation

ET959-160116/B

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

ET959-160116

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-5-38032

Buyer ID - Id de l'acheteur

wpg016

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 7B, 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

Requirement for a National Master Standing Offer (NMSO) for the supply and delivery of Diesel Generator Sets and Accessories, as required, in accordance with Minimum Mandatory Performance Specifications detailed in Annex A, Requirement.

The Diesel Generator Sets will range in size from 10 Kilowatts to 2.5 Megawatts and will be used in Standby and Prime Power Service in support of various government operations.

One standing offer will be issued for deliveries all across Canada including Comprehensive Land Claims Agreement (CLCA) areas. It is not mandatory for offers to identify CLCA Aboriginal Opportunities Considerations to qualify for this standing offer. Reference Annex D to F.

This proposed requirement is subject to the following Comprehensive Land Claims Agreements. One or more of the following Comprehensive Land Claims Agreements (CLCAs) may apply to any resulting call-ups against the standing offer, dependant on delivery location(s):

- A) The following CLCAs contain specific socio-economic evaluation criteria. Reference Annex E and its Appendixes (E.1 to E.8)
 - 1. James Bay and Northern Quebec Agreement, *Article 29 – Inuit Economic and Social Development*;

2. Nunavik Inuit Land Claims Agreement, *Article 13 – Government of Canada Employment and Contracts*;
3. Eeyou Marine Region Land Claims Agreement, *Chapter 21- Government Employment and Contracts*;
4. Inuvialuit Final Agreement, *Article 16 - Economic Measures*;
5. Sahtu Dene and Metis Comprehensive Land Claim Agreement, *Articles 12 – Government Employment and contracts*;
6. Tlicho Land Claims Agreement, *Chapter 26 – Economic Measures*;
7. Nunavut Land Claims Agreement, *Article 24 - Government Contracts*;
8. Labrador Inuit Land Claims Agreement, *Article 7 – Contracting and Employment of Inuit by the Government of Canada*.

B) The following CLCAs do not contain socio-economic evaluation criteria.

9. James Bay and Northern Quebec Agreement – *Article 28 – Cree Economic and Social Development*;
10. Northeastern Quebec Agreement, *Section 18 – Social and Economic Development*;
11. Gwich'in Comprehensive Land Claim Agreement, *Article 10 – Economic Measures*;
12. Yukon Umbrella Final Agreement – Council for Yukon Indians, *Chapter 22, Economic Development Measures*
 - a. First Nation of Nacho Nyak Dun Final Agreement;
 - b. Champagne and Aishihik First Nations Final Agreement;
 - c. Teslin Tlingit Council Final Agreement;
 - d. Vuntut Gwitchin First Nation Final Agreement;
 - e. Selkirk First Nation Final Agreement;
 - f. Little Salmon/Carmacks First Nation Final Agreement;
 - g. Tr'ondëk Hwëch'in Final Agreement;
 - h. Ta'an Kwach'an Council Final Agreement;
 - i. Kluane First Nation Final Agreement;
 - j. Kwanlin Dun First Nation Final Agreement;
 - k. Carcross/Tagish First Nation Final Agreement.

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

The Standing Offer is for use by any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11

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).

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](#) (2015-07-03) 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

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

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.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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2.4. 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.

2.5. 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.

Bidders must submit the duly completed certifications as part of their proposal if a guarantee of Aboriginal Opportunities Considerations (AOC), Inuit Opportunities Considerations (IOC) and/or Cree Opportunities Considerations (COC) is being provided. Refer to Annex D, Annex E including its appendixes, and Annex F. If no AOC, IOC, and/or COC guarantee is provided as part of their offer, then the liquidated damages conditions will not apply and the certification needs not be completed.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Basis of Payment Pricing Tables

- All items in Tables B1 to B4 must be priced to be considered responsive.
- The quantities specified are provided for evaluation purpose only.
- The Offeror must quote all inclusive firm unit pricing, excluding delivery.
- For the 2 - one (1) year option periods (Column 3):

-
- If the offer indicates a discount, the prices that are indicated must be prices from current price lists with no discount applied. The discount quoted will be applied during the evaluation of the offer.
 - If the offer indicates a mark-up, the pricing will be per the definition of Laid Down Cost detailed herein and the mark-up will be applied during the evaluation of the offer.

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) Offeror must be able to perform the full scope of the work described in the Annex A, Requirement and meet the Minimum Mandatory Performance Specifications detailed in the Compliance Matrix.
- (b) Offeror must complete the Compliance Matrix detailed in Annex A, Requirement. Completion is defined as indication of compliance to each mandatory criterion as outlined in Annex A, Requirement.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

Reference Annex G, Financial Evaluation and Contractor Selection

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) 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](#) (2015-09-03) 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: July 1 to September 30;
- 2nd quarter: October 1 to December 31;
- 3rd quarter: January 1 to March 31;
- 4th quarter: April 1 to June 30.

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 January 1, 2016 to December 31, 2017.

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 two (2) additional one (1) 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 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

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 identified in the call-up against the 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.

6.5.3 Offeror's Representative

The names, titles and telephone numbers of the Offeror's permanent staff members cleared to receive call-ups from Identified Users.

General Enquiries / Delivery Follow-Ups

Name: _____
Telephone: _____
Facsimile: _____
Email address: _____

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Person authorized to accept call-ups

Office : Name of Contact: _____
Telephone: _____
Hours Available: _____

Emergency (Where twenty-four (24) hour contact can be made)

Name of Contact: _____
Telephone: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11.

6.8 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.

6.9 Limitation of Call-ups

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

6.10 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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.

6.11 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](#) (2015-09-03), General Conditions - Standing Offers - Goods or Services

-
- d) the general conditions 2010A; (2015-09-03), General Conditions – Goods (Medium Complexity);
 - e) Annex A, Requirement;
 - f) Annex B, Basis of Payment;
 - g) Annex C, Standing Offer Usage Report;
 - h) Annex D, Beneficiary Involvement Report, if applicable;
 - i) the Offeror's offer dated _____ (*insert date of offer*).

6.12 Certifications

6.12.1 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.

6.12.2 SACC Manual Clauses

M3000C	(2006-08-15)	Price Lists
M3800C	(2006-08-15)	Estimates

6.13 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](#) (2015-09-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2015-09-03), General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Period of the Contract

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

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

SACC Manual clause [H1000C](#) (2008-05-12), Single Payments

6.4.3 Multiple Payments

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

6.4.4 SACC Manual Clauses

A9117C	(2007-11-30)	T1204 – Direct Request by Customer Department
C2000C	(2007-11-30)	Taxes - Foreign-based Contractor

6.4.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

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ET959-160116/A
Client Ref. No. - N° de réf. du client
ET959-160116

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-5-38032

Buyer ID - Id de l'acheteur
wpg016
CCC No./N° CCC - FMS No./N° VME

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: 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 SACC Manual Clauses

A9062C	(2011-05-16)	Canadian Forces Site Regulations
A9068C	(2010-01-11)	Government Site Regulations
B1501C	(2006-06-16)	Electrical Equipment
B7500C	(2006-06-16)	Excess Goods
C5201C	(2008-05-12)	Prepaid Transportation Costs
D5328C	(2014-06-26)	Inspection and Acceptance
G1005C	(2008-05-12)	Insurance

ANNEX "A" REQUIREMENT

Requirement for a National Master Standing Offer (NMSO) for the supply and delivery of Diesel Electric Generating Systems (Diesel Gensets) and Accessories, in accordance with the Compliance Matrix – Minimum Mandatory Performance Specifications.

The Diesel Gensets will range in size from 10 kilowatts to 2.5 Megawatts and will be used in Standby and Prime Power Service in support of various government operations.

INSTRUCTIONS

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Offers are to clearly demonstrate compliance with the mandatory specifications.

1. Completion of the Compliance Matrix is mandatory to be considered for this Standing Offer. Completion is defined as indication of compliance to each mandatory criterion. Offerors are to record whether they meet each specification, provide supporting technical documentation for each specification, and cross-reference where the supporting documentation is found within the proposal to demonstrate compliance.
2. Supporting technical documentation, such as specification sheets, technical brochures, and photographs or illustrations should provide adequate detail to substantiate that the goods offered meet the technical requirements. It is the Offerors responsibility to ensure that the submitted technical documentation provides adequate detail to prove that the proposed product(s) meet the requirements of the technical specification. If specific published technical documentation is not available, the Offeror should prepare a written narrative complete with a detailed explanation of how its offer demonstrates technical compliance.
3. If the complete specification and/or literature is not submitted as requested, the Contracting 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 Contracting Authority and meet the requirement within that time period will render the bid non-responsive.
4. Canada will not evaluate information such as references to Web site addresses where additional information can be found.
5. Offerors must address any concerns with the Specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Standing Offer (RFSO) document.
6. Failure to meet the minimum mandatory specifications will result in your proposal being deemed non-responsive, and be given no further consideration in the evaluation process.

Compliance Matrix – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:

	<p><u>Completion and submission of Mandatory Performance Specification is required to be considered responsive and for your offer to be given further consideration.</u></p> <p>a. Bidders must cross reference where in their technical offer, the performance specification is located.</p> <p>b. Provide the specification being offered which meets or exceeds <u>and cross-reference as to where the supporting documentation is found within your proposal.</u> If there is insufficient space in the table, assign SIR # (Supplementary Information Reference) and provide the appropriate details on a separate page in your offer. Where published supporting documentation is not available in the form of brochures, technical data sheets etc., prepare a written narrative complete with a detailed explanation of how its offer demonstrates compliance.</p>	
	<p><u>All work and materials herein specified must meet and maintain minimum Canadian and Provincial certification(s) and approval(s) as applicable by Industry Standards.</u></p>	
Item	Specifications	Bidder Response: indicate how they meet the specifications addressed below/ cross-reference where this technical specification is indicated in their bid documentation
1.0	GENERAL	
1.1	The following generator specification is intended as the minimum and mandatory standard for the supply of diesel generator sets ranging from 10kw to 2.5 Megawatts in size. Generator sets must be CSA certified and will be used in Standby and Prime Power service.	
1.2	The engine, radiator, generator and control section must be mounted on a common steel skid base. All components must be manufactured and supplied by the same single source vendor. The skid base must contain internally mounted vibration isolators, battery rack and openings to secure cables for lifting by crane or hoist.	
1.3	The generator set must be fit, finished and painted to a high quality standard in the manufactures standard color.	
1.4	The system must be labeled for permanent identification with lamicoïd or metal engraved, anodized nameplates, starting both Continuous Rating and Standby Rating.	
1.5	An information warning plate must be secured to the generator set with the warning that the set is automatically controlled and may start at any time.	
1.6	Supplied with the generator set will must be two (2) copies, English and French language, of the equipment maintenance manual, parts manual and electrical schematic drawings.	

1.7	Prime Mover, alternator, transfer switches and controls must be manufactured by one entity engaged in manufacturing and support worldwide of said assemblies for a minimum of 25 years.	
1.8	Evidence of parts and service support available globally minimum 25 years from equipment delivery date online 24/7 service and parts support.	
1.9	Engine, alternator, transfer switch and controls specification data sheet required for each offered model and size.	
2.0	WARRANTY & PRODUCT SUPPORT	
2.1	The generator set and all accessories must be warranted for defects in material and workmanship for a 1-year period in Standby and Prime Power service. Warranty to cover all parts, labor and travel. Travel to all sites accessible by public roads is to be included in warranty coverage. Travel coverage to remote sites without public road access, will be covered by Canada.	
2.2	APPLICABLE TO DND ONLY: All commissioning is to be carried out by 86 ASU EGS technicians on site during installation and recognized by the Supplier to be the approving authority.	
2.3	APPLICABLE TO DND ONLY: CFB Trenton, 86 ASU EGS personnel are authorized by supplier to carry out all warranty repairs.	
2.4	The responsibility for performance and warranty for all the equipment supplied cannot be split up among individual suppliers and must be assumed solely by the supplier of the generator set, transfer switch and controls.	
2.5	The manufacturer must be capable of supporting the engine, generator, transfer switch, including all accessories within an extensive network of worldwide dealer support.	
2.6	APPLICABLE TO DND ONLY: The successful Offeror agrees and must be capable of training Electrical Generating Systems (EGS) technician's on all engine controllers, transfer switches, networking systems, and generating units supplied. Offeror must be capable of training EGS tech's on any and all new upgrades to engine controllers, transfer switches, networking systems, and generating units that occur during the full term of any resulting Standing Offer, including potential option period(s). Qualification training certificates and tooling software to be included with training, and software required must be directly from unit manufacturer (engine controller, transfer switch, and networking tooling software to be product specific), including subscriptions for the full term of any contract. Software capability to include the ability to capture and save existing command files, troubleshoot programs, as well as rerate and install updated software as required. Any software provided must have the capability to be easily updated at no cost when updates are made available.	

2.7	<p>APPLICABLE TO DND ONLY: Cost of training for each course must be included in the Standing Offer, and cost must include all materials, and literature. Qualification training for all products must be completed at the manufacturer's training center with factory trainers. All products must be made available for training and shall also include training performed in an energized state. Evidence of training capabilities to be provided.</p>	
2.8	<p>APPLICABLE TO DND ONLY: Engine, generator sets and transfer switch manuals (English and French language) for successful Offeror must be available online for the term of the standing offer, access required for 6 individuals including subscriptions and training on accessing manuals for each. Manuals to include but not limited to detailed service and parts manual for prime movers, alternators, transfer switches and controls on line trouble shooting available through software tool for global access.</p>	
2.9	<p>Provide detailed list of software and hardware offered including details on frequency of software updates.</p>	
3.0	DELIVERY & PACKAGING	
3.1	<p>Generator set(s) are to be delivered FOB destination globally.</p>	
3.2	<p>Generator set(s) must be packaged with wood frame or crate to prevent damage during shipment.</p>	
3.3	<p>Offeror must include proof of distribution centre locations, inventory levels and proximity to FEDEX and UPS hubs. Evidence of logistical capability to ship worldwide 24/365.</p>	
4.0	ENGINE	
4.1	<p>The engine must be a water cooled, four (4) stroke diesel with replaceable wet type cylinder liners. The engine may be turbo-charged.</p>	
4.2	<p>The fuel system must be of the direct injection type with electronic speed control governor. For sets ordered with the 12-lead generator, the governor must be capable of operating at 50 or 60 Hertz. The fuel system must have primary water separator and secondary filtration.</p>	
4.3	<p>Full flow spin on type oil filter, dip stick with running and stopped oil level indication.</p>	
4.4	<p>Heavy duty type air cleaner restriction indicator.</p>	
4.5	<p>Circulating type engine electric block heater, single phase, and 240 volt of sufficient size.</p>	

4.6	Over 250 kW engines must include bypass and full flow integral to the base engine. Fuel and lubrication oil filters must include synthetic media, cellulose not acceptable. NOTE: Block Heaters utilizing DC controlled Thermostats MUST incorporate a fail-safe to open the AC feed in case of DC power loss.	
4.7	12 or 24 volt starting system complete with heavy/duty battery(s) and battery charging alternator.	
4.8	Engine emissions capability to meet the current EPA Standards Tier 2 and 3, throughout the term of the Standing Offer.	
4.9	Engines must include a standard SAE drive for engine driven options and must include a coolant circulating pump, engine driven for low temperature aftercooler circuit.	
5.0	RADIATOR	
5.1	The radiator must be skid mounted with the engine and the fan direct driven. Fan and radiator must be adequately guarded from damage or accidental injury.	
5.2	Radiator must be rated for operation at 50 deg C (122 deg F).	
6.0	GENERATOR	
6.1	The generator must be of the revolving field, brush-less type with permanent magnet excitation, drip proof enclosure, class H insulation and 105 degree C temperature rise.	
6.2	The generator must be single bearing and direct coupled to the engine by a flexible disk drive.	
6.3	The Generator must be supplied in two optional voltage configurations to be specified at time of order: .1 Option 1 – 3 phase, 4 wire, 347/600 volt, 60 Hz non-re-connectable. .2 Option 2 – 3 phase, 4 wire, 12 lead re-connectable capable of supplying the following voltages: i) 120/208, 240/406, 277/480 volts, 3 phase at 60 Hz, ii) 120/240 volts, 1 phase at 60 Hz (generator must be capable of supplying full 3 phase kilowatt rating at this voltage), or iii) 220/380 volts, 3 phase at 50 Hz (de-rating of the 60 Hz kilowatt rating is expected).	
6.4	Automatic electronic voltage regulator to be installed on generator housing and provide no load to full load regulation within +/- 0.5% of its mean value. External mounted regulators must be mechanically protected. On re-connectable generators the regulator must function at all voltages/frequencies specified in para 6.3.2 (i), (ii), (iii).	
6.5	The generator set must be capable of accepting one-step full load as per the kilowatt rating on the unit data plate. The data plate must list both the Standby and Prime Power ratings of the generator set. Provide prototype test results for each generator.	

6.6	<p>Generator to be protected by an installed main circuit breaker incorporating the following:</p> <ul style="list-style-type: none"> .1 over-current trips; .2 DC Shunt Trip connected so as to open the breaker should the engine shut down under fault condition; .3 adjustable current load limit for output amperage ratings under the varying voltage configurations; and .4 ability to add additional mainline circuit breakers to generator set bus for full load testing to include ATS start signal interlock for live system testing. 	
6.7	<p>Generators ordered in the 120/240 volts single phase configuration must have a 3-pole breaker to allow for conversation to three phase.</p>	
6.8	<p>Subs transient Reactance on all models not to exceed 0.15.</p>	
6.9	<p>Motor Starting KVA with 90% sustained voltage must be greater than 3.5 times generator set nameplate of kVA rating for approx. 7 secs.</p>	
6.10	<p>Upgradeable generator mounted paralleling controls capable of sharing unequal nodes (ex 50kW with a 2.5 MW), manufactured and supplied by the generator manufacturer, single sourced and adaptable to existing fleet, isolated and infinite bus including closed transition proportional soft transition. Provide evidence of control conversion matrices.</p>	
7.0	<p>CONTROL PANEL</p>	
7.1	<p>The control panel must have vibration mountings and be of the drip proof design engine controls;</p>	
7.2	<p>The control panel must be manufactured and supplied by the generator manufacturer, ensuring a single source supplier, and incorporate the following engine controls:</p> <ul style="list-style-type: none"> .1 engine control switch, RUN-OFF-REMOTE, with flashing indicator when the engine control switch is in the "OFF" position; .2 over speed shutdown with visual indication; .3 over crank with visual indication; .4 low oil pressure shutdown with visual indication; .5 high coolant temperature shutdown with visual indication; .6 low coolant level shutdown with visual indication; .7 low coolant temperature warning with visual indication; .8 low fuel alarm visual indication (remote dry contact input); .9 fire alarm shutdown with visual indication (remote dry contact input); .10 panel mounted mushroom head emergency stop switch with visual indication; .11 a full suite of analog and digital metering on the generator control. <p>NOTE: Visual Indication means long Live Pilot Lamp or LED</p>	

7.3	The control panel must incorporate the following AC digital metering: Volts and Amps with selector switch to read all phases, Frequency 45 – 65 Hz. Wattmeter on all generator sets.	
7.4	The control panel must contain the following digital engine gauges: oil pressure, water temperature, DC voltmeter, and engine hour meter.	
7.5	Adjustment pots for engine speed and voltage to be mounted on panel face.	
8.0	TRANSFER SWITCHES	
8.1	Transfer switches must be manufactured by the generator set manufacturer.	
8.2	Where specified, the generator set must be supplied with an automatic transfer switch to enable the generator set to function as an automatic backup to the hydro source. Upon a hydro failure, the transfer switch will contain all required circuitry to start the diesel, assume the load, and shutdown the diesel upon hydro return.	
8.3	The transfer switch will be mounted in a minimum Type 1 enclosure, wall mounted or free standing, and be CSA certified.	
8.4	The transfer switch must contain the following features: .1 over/under voltage and frequency protection for the hydro source; .2 over/under voltage and frequency protection for the generator source; .3 adjustable engine start delay (0-15 seconds); .4 adjustable on load transfer delay (0-60 seconds); .5 transfer switch to have neutral position with adjustable neutral position delay timer (0-30 seconds). In-Phase Monitor is not acceptable; .6 adjustable off load retransfer delay (0-30 minutes); .7 adjustable engine stop delay cool-down (0-30 minutes); .8 panel mounted indicator lamps or LED to indicate source connected to the load, and .9 panel mounted remote generator starting and testing capability.	
8.5	The transfer switch will be matched to the generator set voltage, amperage rating and capable of interfacing with the engine-mounted controller.	
8.6	Each transfer switch must include the ability to be converted in the field to inphase or adjustable delayed transition with programming only.	
8.7	Each ATS to include load monitoring on source 1 and 2.	
8.8	GenSet to GenSet option to be available on each offered automatic transfer switch including sequencing capability for closed transition between Gen Sets.	
8.9	ATS's to include a full suite of metering digital and analog on each switch.	

9.0	MILITARIZED COMMERCIAL GENSET (50/60 Hz)	
9.1	Reconnectable 60 Hz 120/208V – 240/416V 50 Hz 120/208V – 240/416V	
9.2	Integral Fuel Tank including Auxiliary Tank Capable includes Level Control Switch	
9.3	Integral Fuel Transfer system 2/24DC Unit Mounted Transfer Pump	
9.4	Multi-fuel (JP-8, DF-1, DF-2, DS-A) Compatible	
9.5	Operate at all environmental extremes -50°C to +55°C.	
9.6	Reliability modeling available	
9.7	Qualified Battlefield mobility	
9.8	Military approved ruggedized packaging	
9.10	24VDC Starting and Charging system	
9.11	Nuclear, biological and chemical contamination survivability evidence required	
9.12	Enhanced battlefield survivability evidence required	
9.13	Evidence of each of the following required for each node: 1. Electromagnetic compatibility to MIL-STD 461; 2. Infrared signature 3. Noise signature 4. Electromagnetic pulse resistance 5. Rated power at altitude 500 thru 3500 meters in 250M increments	

10.0	OPTIONS	
10.1	<p>If required for a particular installation, the following options must be supported by the factory and can be priced on an “as required basis”. The basis of pricing as defined in Annex “B” will apply if items are included in the Published Price listing:</p> <ul style="list-style-type: none"> .1 weatherproof enclosure, sound attenuated to a minimum 68 dBA at 7 meters. .2 skid or base mounted double walled fuel tank (sized to allow 24-hour generator run time at full load); .3 remote engine radiator c/w electric fan motor, for engines with Low Temperature Aftercooling (LTA) and remote radiator, the circulating pump for the LTA circuit must be mechanically, direct gear driven by the engine. The shell and tube aftercooler(s) must be stainless steel. .4 freestanding transfer switch cabinet complete with built in generator set controls; .5 panel mounted 10 amp battery charger, equalizer float type 12 or 24 volt as applicable to generator set; .6 silencer, exhaust piping, flex, connectors and fire proof blankets; .7 environmentally approved fuel tanks, ranging in the 250-10,000 gallons; .8 no break bypass switch with total isolation and racking out capability; .9 speciality tools, required to maintain specified equipment “this does not include the items covered as detailed in section 2.0. .10 testing and interfacing equipment, i.e.: software, data links, etc. including any training on the interfacing equipment and software. 	

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WPG-5-38032

Buyer ID - Id de l'acheteur
wpg016
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

Firm Unit Pricing

The Offeror will be paid a firm unit price per Column 1 and Column 2 of Tables B1 to B4 for all items quoted under the initial 2 year period of the Standing Offer, Goods and Services Tax or Harmonized Sales Tax extra, if applicable. For the two one-year option periods, the Offeror will be paid the published price list in effect for that period less discount % or laid down cost plus mark-up, per Column 3 of Tables B1 to B4.

Laid Down Cost

Laid Down Cost is defined as the cost incurred by a vendor to acquire a specific product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes the GST.

Mark-up

Mark-up is defined as the difference between the vendor's laid-down cost for a product or service and the resale price to the government (exclusive of sales taxes) consisting of the cost of necessary services, applicable overhead and profit.

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 lesser cost than the above pricing agreement.

Delivery

FOB destination to delivery address identified on Call-up Against the Standing Offer.

BASIS OF PAYMENT PRICING TABLES

Generator set pricing will be based on the "Standby" service rating. Kilowatt ratings within +/- 5% will be acceptable as long as it is clearly indicated. The demand will range in sizes from 10kW, 25kW, 50kW-750kW (in increments of 50kW), 1MW, 1.25MW and 1.5MW gensets.

TABLE B1 Generator Sets – 347/600 Volt Unit Generator set pricing will be based on the "Standby" service rating.					Percentages are applicable for both of the 2 – one (1) year Option Periods.
Item No.	Standby Service Rating	Estimated Quantity per year	COLUMN 1 Firm Unit Price January 1, 2016 to December 31, 2016	COLUMN 2 Firm Unit Price January 1, 2017 to December 31, 2017	COLUMN 3 Current Price List Price or Laid Down Cost and % Discount or Mark-up Applicable (Offeror to circle D = Discount or M=Mark-up beside each % quoted.)
1	25 kilowatt	3	\$	\$	\$ ___% D or M
2	100 kilowatt	4	\$	\$	\$ ___% D or M
3	250 kilowatt	4	\$	\$	\$ ___% D or M
4	350 kilowatt	4	\$	\$	\$ ___% D or M
5	500 kilowatt	4	\$	\$	\$ ___% D or M
6	600 kilowatt	4	\$	\$	\$ ___% D or M
7	750 kilowatt	4	\$	\$	\$ ___% D or M
8	1.0 megawatt	3	\$	\$	\$ ___% D or M
9	1.25 megawatt	3	\$	\$	\$ ___% D or M
10	1.50 megawatt	3	\$	\$	\$ ___% D or M
11	2.0 megawatt	3	\$	\$	\$ ___% D or M
12	2.25 megawatt	3	\$	\$	\$ ___% D or M
13	2.50 megawatt	2	\$	\$	\$ ___% D or M

TABLE B2 Generator Sets – Multivoltage Reconnectable Generator set pricing will be based on the “Standby” service rating.					Percentages are applicable for both of the 2 – one (1) year Option Periods.
Item No.	Standby Service Rating	Estimated Quantity per year	COLUMN 1 Firm Unit Price January 1, 2016 to December 31, 2016	COLUMN 2 Firm Unit Price January 1, 2017 to December 31, 2017	COLUMN 3 Current Price List Price or Laid Down Cost and % Discount or Mark-up Applicable (Offeror to circle D = Discount or M=Mark-up beside each % quoted.)
14	25 kilowatt	3	\$	\$	\$ ___% D or M
15	100 kilowatt	4	\$	\$	\$ ___% D or M
16	250 kilowatt	4	\$	\$	\$ ___% D or M
17	350 kilowatt	4	\$	\$	\$ ___% D or M
18	500 kilowatt	4	\$	\$	\$ ___% D or M
19	600 kilowatt	4	\$	\$	\$ ___% D or M
20	750 kilowatt	4	\$	\$	\$ ___% D or M
21	1.0 megawatt	3	\$	\$	\$ ___% D or M
22	1.25 megawatt	3	\$	\$	\$ ___% D or M
23	1.50 megawatt	3	\$	\$	\$ ___% D or M
24	2.0 megawatt	2	\$	\$	\$ ___% D or M
25	2.25 megawatt	3	\$	\$	\$ ___% D or M
26	2.50 megawatt	3	\$	\$	\$ ___% D or M

TABLE B3 Automatic Transfer / Bypass Switch Automatic transfer switch pricing will be based on amperage rating. Amperage ratings with +/- 5% will be acceptable as long as it is clearly indicated.					Percentages are applicable for both of the 2 – one (1) year Option Periods.
Item No.	Standby Service Rating	Estimated Quantity per year	COLUMN 1 Firm Unit Price January 1, 2016 to December 31, 2016	COLUMN 2 Firm Unit Price January 1, 2017 to December 31, 2017	COLUMN 3 Current Price List Price or Laid Down Cost and % Discount or Mark-up Applicable (Offeror to circle D = Discount or M=Mark-up beside each % quoted.)
27	40 amps	3	\$	\$	\$ ___% D or M
28	70 amps	4	\$	\$	\$ ___% D or M
29	125 amps	4	\$	\$	\$ ___% D or M
30	225 amps	4	\$	\$	\$ ___% D or M
31	400 amps	4	\$	\$	\$ ___% D or M
32	600 amps	4	\$	\$	\$ ___% D or M
33	800 amps	4	\$	\$	\$ ___% D or M
34	1000amps	4	\$	\$	\$ ___% D or M
35	1200 amps	4	\$	\$	\$ ___% D or M
36	1600 amps	4	\$	\$	\$ ___% D or M
37	2000 amps	3	\$	\$	\$ ___% D or M
38	3000 amps	3	\$	\$	\$ ___% D or M
39	4000 amps	3	\$	\$	\$ ___% D or M

TABLE B4 ADDITIONAL ITEMS NOTE: Pricing for the following items must be based on a requirement for a 25 kilowatt Generator Set and a 600 amp Transfer Switch.					Percentages are applicable for both of the 2 – one (1) year Option Periods.
Item No.	Standby Service Rating	Est'd Qty per year	COLUMN 1 Firm Unit Price January 1, 2016 to December 31, 2016	COLUMN 2 Firm Unit Price January 1, 2017 to December 31, 2017	COLUMN 3 <u>Current Price List Price or Laid Down Cost and % Discount or Mark-up</u> <u>Applicable</u> (Offeror to circle D = Discount or M=Mark-up beside each % quoted.)
1	Waterproof enclosure, sound attenuated to a minimum 68 dBA at 7 meters.	1	\$	\$	\$ ___% D or M
2	Skid or base mounted double walled fuel tank (sized to allow 24-hour generator run time at full load).	1	\$	\$	\$ ___% D or M
3	Remote engine radiator c/w electric fan motor for engines with Low Temperature Aftercooling (LTA) and remote radiator, the circulating pump for the LTA circuit must be mechanically, direct gear driven by the engine. The shell and tube aftercooler(s) must be stainless steel.	1	\$	\$	\$ ___% D or M
4	Free-standing transfer switch cabinet complete with built in generator set controls.	1	\$	\$	\$ ___% D or M
5	Panel mounted 10 amp battery charger, equalizer float type 12 or 24 volt as applicable to generator set.	1	\$	\$	\$ ___% D or M
6	Silencer, exhaust piping, flex, connectors and fire proof blankets.	1	\$	\$	\$ ___% D or M
7	ULC approved double walled tanks with inspection port, ranging in size from 250 – 10,000 gallons. Provide pricing per 7.1, 7.2, 7.3 and 7.4 for evaluation				
7.1	500 gallon tank	5	\$	\$	\$ ___% D or M

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7.2	1000 gallon tank	3	\$	\$	\$	___% D or M
7.3	5000 gallon tank	2	\$	\$	\$	___% D or M
7.4	10,000 gallon tank	1	\$	\$	\$	___% D or M
8	No break bypass switch with total isolation and racking out capability.	1	\$	\$	\$	___% D or M
9	Any Specialty tools, required to maintain specified equipment	1	\$	\$	\$	___% D or M
10	Testing and interfacing equipment, (k.e. Software, data links, etc) including training on the interfacing equipment and software for 2 EGS techs.	1	\$	\$	\$	___% D or M

Miscellaneous Clause

Any Diesel Generator sets, Automatic Transfer / Bypass switches or related parts, tools, or testing equipment not specifically identified 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: \$50,000.00)

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ANNEX "C"

STANDING OFFER USAGE REPORT

As a requirement of this Standing Offer, a Usage Report must be submitted on a quarterly basis. The Offeror understands its responsibility to implement a system for tracking call-ups against this Standing Offer in order to provide usage reports and to ensure that the financial limitation is not exceeded. Failure to comply may result in the setting aside of the Standing offer.

Quarterly Usage Report Schedule:

Period of:	Report Due no later than:
April 01 to June 30	July 15
July 01 to September 31	October 15
October 01 to December 31	January 15
January 01 to March 31	April 15

The Offeror hereby offers to provide information on completed Call-ups as per the format below:

Offeror Name:		Contact Name / Number:	
Standing Offer Number:		Period Covered:	
Department	Delivery Location	Call-up Number	Dollar Value (GST Included)
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-up totals:			

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

Send Report to: marlene.hall@pwgsc.gc.ca or Fax to: (204) 983-7796

ANNEX "D"

BENEFICIARY INVOLVEMENT REPORT

In this requirement, it is not mandatory for Offerors to include Aboriginal / Inuit / Cree Opportunities Considerations (AOC / IOC / COC) as part of their offer.

The Aboriginal Opportunities Considerations (AOC), the Inuit Opportunities Considerations (IOC) and the Cree Opportunities Considerations (COC) will allow for up to a maximum of 5% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the AOC / IOC / COC Evaluation Criteria detailed in Appendixes within Annex E. The total actual offer price will be used for evaluation purposes of the AOC, IOC, and COC criteria and will be calculated by reducing the total aggregated offer price by a percentage equal to the total number of points assigned through the AOC / IOC / COC Evaluation Criteria. This provides for socio economic benefits in the region.

PART I GUARANTEE and CERTIFICATION

Offerors are to submit dully completed certifications if an AOC and/or IOC and/or guarantee is being provided (part II). If no AOC / IOC / COC guarantee is provided a part of their offer, then the liquidated damages conditions will not apply and this certification needs not be completed.

If an AOC / IOC / COC guarantee is provided as part of the offer, the Offeror must submit the completed Beneficiary Involvement Report certification with complete and accurate details on its Aboriginal / Inuit / Cree Content guarantee target each year. Prior to each Standing Offer Period, the Standing Offer Authority will inform the Offeror to submit the duly completed AOC / IOC / COC Beneficiary Involvement Report certification. The Offeror will be given a 30 day time frame to meet this requirement.

For the purpose of the liquidated damages calculation, in the event the Offeror does not meet its guaranteed AOC / IOC / COC target(s), liquidated damages may be assessed. An amount up to but not to exceed ____% (*insert percentage equal to the offer points assigned to the AOC commitment/ representation at time of evaluation*) may be deducted from each individual unit price on the next Standing Offer Period pricing as liquidated damages, or the Standing Offer may be set aside. Refer to the calculation example below.

Sixty days prior to completion of each Standing Offer period, the Offeror must submit a certification on its AOC / IOC / COC Content guarantee for the year. In the event the Offeror did not meet its AOC / IOV / COC Content target for the year, liquidated damages equal to the percentage not achieved for the year may be assessed against the individual unit prices for the next standing offer period.

Failure to comply with the request of the Standing Offer Authority to submit the certification within a 30 day time period may result in a full ____% reduction or set-aside of the Standing Offer.

Example:

Case-by-case-consideration is given to Offerors' ability to demonstrate AOC and/ or IOC targets.

Liquidated damage calculation in the range of .5% to 5% as defined in Annex E, AOC / IOC / COC Evaluation Criteria.

Calculation of liquidated damages reduction will be: $A - B = C$

Description	Column A % Proposed	Column B % Achieved	Column C Liquidated damages (unit price reduction)
Offerors AOC or IOC content target at Standing Offer Award:			
2 facilities 51-75% of total labour hours	2% 1.5%		N/A N/A
TOTAL	3.5%		N/A
Offerors AOC / ICO certification of target for year 1			
2 facilities 26-50% of total labour hour		2% 1%	N/A .5%
Total		3%	.5% unit price reduction or set aside of Standing Offer
Offerors AOC / IOC certification of target for year 2			
2 facilities 51-75% of total labour hours		2% 1.5%	N/A
Total		3.5%	N/A

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PART II Beneficiary Involvement Report

The Offeror must submit the following duly completed certification if a guarantee of Aboriginal and/or Inuit and/or Cree Opportunities Considerations involvement is being provided. If no Aboriginal / Inuit / Cree involvement guarantee is provided as part of this standing offer, then the liquidated damages conditions will not apply and this certification needs not be completed.

The Beneficiary Involvement Report certification must be submitted each year. A separate report must be submitted for each CLCA Opportunities Considerations. **Failure to comply may result in liquidated damages or the setting aside of the Standing Offer.**

Standing Offer # _____

Standing Offer Title: _____

Offeror Name: _____

Standing Offer Period: _____

Complete, date and sign the applicable boxes.

Guarantee of CLCA Facilities:

Name & Location of Facilities	Provide CLCA Letter certifying status as a CLCA Business

(Name – Print)

(Signature of Authorized Officer of Standing Offer)

(Date)

The Offeror certifies that its Guarantee of CLCA Facilities submitted herein is accurate and complete.

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Guarantee of Aboriginal/Inuit/Cree Sub-Contracting/Supplier Costs:

Total Estimated Value of procured goods or services for this standing offer: _____

Total Estimated Value of Aboriginal/Inuit procured goods or services for this standing offer: _____

Total Estimated Cost for Suppliers/Materials, Equipment and Services
Procured from Aboriginal/Inuit/Cree Companies for this Standing Offer = _____ %
Annual Standing Offer Value

**Guarantee of Aboriginal Content for Contracting
Aboriginal Professional Services and Aboriginal Suppliers**

Name of Contractor and Location	Aboriginal Company	Non-Aboriginal Company

(Name – Print)

(Signature of Authorized Officer of Standing Offer)

(Date)

The Offeror certifies that its Guarantee of CLCA Facilities submitted herein is accurate and complete.

ANNEX "E"

SOCIO-ECONOMIC BENEFIT PROVISIONS

The following Comprehensive Land Claims Agreements (CLCAs) may apply to any resulting Call-ups Against the Standing Offer, dependant on delivery location(s).

The following CLCAs contain specific socio-economic benefit provisions.

- 1) James Bay and Northern Quebec Agreement – Right of First Refusal – refer to Appendix F.1
- 2) Nunavik Inuit Land Claims Agreement – refer to Appendix F.2
- 3) Eeyou Marine Region Land Claims Agreement – refer to Appendix F.3
- 4) Inuvialuit Final Agreement – refer to Appendix F.4
- 5) Sahtu Dene and Metis Comprehensive Land Claim Agreement – refer to Appendix F.5
- 6) Tlicho Land Claims Agreement – refer to Appendix F.6
- 7) Nunavut Land Claims Agreement – refer to Appendix F.7
- 8) Labrador Inuit Land Claims Agreement – refer to Appendix F.8

The following CLCAs do not contain specific socio-economic benefit provisions.

- 9) James Bay and Northern Quebec Agreement – *Article 28 – Cree Economic and Social Development*
- 10) Northern Quebec Agreement - *Section 18, Social and Economic Development*
- 11) Gwich'in Comprehensive Land Claim Agreement – *Article 10, Economic Measures*
- 12) Yukon Umbrella Final Agreement, Council for Yukon Indians – *Chapter 22, Economic Development Measures*
 - a. First Nation of Nacho Nyak Dun Final Agreement;
 - b. Champagne and Aishikik First Nations Final Agreement;
 - c. Teslin Tlingit Council Final Agreement;
 - d. Vuntut Gwitchin First Nation Final Agreement;
 - e. Selkirk First Nation Final Agreement;
 - f. Little Salmon/Carmacks First Nation Final Agreement;
 - g. Tr'ondëk Hwëch'in Final Agreement;
 - h. Ta'an Kwach'an Council Final Agreement;
 - i. Kluane First Nation Final Agreement;
 - j. Kwanlin Dun First Nation Final Agreement;
 - k. Carcross/Tagish First Nation Final Agreement.

APPENDIX "E.1"

James Bay and Northern Quebec Agreement (JBNQA) – Inuit Opportunities Considerations – Right to First Refusal

The requirements of the James Bay and Northern Quebec Agreement (JBQNA) <http://www.aadnc-aandc.gc.ca/eng/1100100030604/1100100030605> 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 29 – The James Bay and Northern Quebec Agreement and Complementary Agreements.

Opportunities and Considerations

For the portion of the work specifically undertaken in the James Bay and Northern Quebec (JBNQ) settlement area, offers will be evaluated and allocated a range of points in accordance with the degree to which the Offeror's proposed method of carrying out the work meets the objectives of the following criteria.

In this requirement "JBNQ Representations" will allow for up to a maximum of 5% downward adjustment to a proponents price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socio-economic benefits in the region.

For purposes on interpretation:

"Inuit": means Inuit beneficiaries pursuant to the JBNQA.

"Inuit firm": means an entity which complies with the legal requirements to carry on business in Northern Quebec, and which:

- i. is a limited company with, in the case of a share-capital company, at least 51% of the company's voting shares beneficially owned by one or more Inuit, or with, in the case of a non-share capital company, at least 51% of the voting members being Inuit, or which is a subsidiary of such limited company with at least 51% of the subsidiary's voting shares owned by the company;
- ii. is a co-operative controlled by Inuit; or
- iii. is a sole source proprietorship owned by Inuit; or a partnership, joint venture or consortium, at least 50% of which is owned by the Inuit.

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

Evaluation and Assessment - Submission Requirements

In order for an offer to be assigned points for representations made in respect of any criterion, 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 "James Bay and Northern Quebec Representations" and that untrue statements may result in the tender being declared non-responsive.

Treatment of Representations and Warranties

The Offeror acknowledges that:

- a) the Minister relies upon the "James Bay and Northern Quebec Representations" to evaluate offers; and
- b) the "James Bay and Northern Quebec Representations" shall become covenants under any contract(s) resulting from this solicitation.

IOC Evaluation Criteria

Offerors must ensure that its IOC documentation demonstrates sufficient evidence to assess the compliance of the proposal with the criteria listed herein. It is the sole responsibility of the Offeror to provide sufficient information within its proposal to enable the Evaluation Committee to complete its evaluation. Offerors must include reference material it wishes to be considered. Material and/or documents outside the proposal will not be considered. URL links to Offerors website will not be considered. No prior knowledge or experience will be taken into consideration.

Item	Inuit Opportunities Consideration (IOC)	Score	Percentage Deduction
1.	<p>Offices – the existence or creation of permanent head offices, administrative offices or other facilities in the Comprehensive Land Claim Agreement area.</p> <p>Offer has demonstrated the existence or creation of: (maximum 2 points)</p> <p>1 point – 1 Office or other facilities 2 points – 2 or more Office(s) and/or other facilities</p>		
1.	<p>Sub-Contracting – the contribution of Inuit in carrying out the standing offer, which will include, but not be limited to, the employment of Inuit labour, the engagement of Inuit professional services or the use of Inuit suppliers that are participants or participant firms which can act as sub-contractors in assisting with the carrying out of the Standing Offer.</p> <p>a) The percentages identified below relate specifically to on-site labour hours regardless of whether they are prime contractor staff and/or subcontractor staff.</p> <p>i) 5 – 25% of total labour hours .5 point ii) 26 – 50% of total labour hours 1 point iii) 51 – 75% of total labour hours 1.5 points iv) 76 – 100% of total labour hours 2 points</p> <p>b) Use of Inuit suppliers and identification of goods / services to be provided by Inuit firms, together with an estimate of the value of goods / services. 1 point</p>		
	Maximum total points available	5	
	Maximum percentage deduction earned		

Liquidated Damages

The Offeror acknowledges that:

- 1.1 the Request for Standing Offer (RFSO) and this Standing Offer fall within the ambit of the Agreement Between the Inuit of the James Bay and Northern Quebec Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and
- 1.2 pursuant to Article 29 of the "Agreement", the bid criteria included in the RFSO and this standing offer 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 or creation of head offices, administrative offices or other facilities in the Comprehensive Land Claim Agreement area.; or
 - 1.2.2 the employment of Inuit labour, the engagement of Inuit professional services or the use of Inuit suppliers that are participants or participant firms which can act as sub-contractors in assisting with the carrying out of the standing offer/contract.

COMMITMENT ASSIGNED POINT

- .1
- .2 a)
b)
3. The offeror acknowledges that the "JBNQ Representations":
 - 3.1 are covenants under this standing offer; 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 standing offer, the Offeror breaches any or all of the "JBNQ Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Offeror, the applicable sum or sums identified per each "JBNQ Representation" in paragraph 3.2.
5. The Offeror 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 Offeror acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Offeror acknowledges that it did not act under any duress.

APPENDIX "E.2"

Nunavik Inuit Land Claims Agreement – Inuit Opportunities Considerations

The requirements of the Nunavik Inuit Land Claims Agreement <http://www.aadnc-aandc.gc.ca/eng/1100100030604/1100100030605> will apply to the proposed procurement. Bidders are therefore requested to maximize Nunavik 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 13 – Nunavik Inuit Land Claims Agreement, clause 13.3.4.

Opportunities and Considerations

For the portion of the work specifically undertaken in the Nunavik Inuit settlement area, offers will be evaluated and allocated a range of points in accordance with the degree to which the Offeror's proposed method of carrying out the work meets the objectives of the following criteria.

In this requirement "Nunavik Representations" will allow for up to a maximum of 5% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socio-economic benefits in the region.

For purposes on interpretation:

"Nunavik Inuk" or "Nunavik Inuit" means an Inuk or Inuit as defined under the James Bay and Northern Québec Agreement;

"Nunavik Inuit Enterprise" means an entity which complies with the legal requirements to carry on business in the NMR and which is:

- a. a partnership, including a joint venture partnership, at least fifty percent of which is owned by one (1) or more Nunavik Inuit;
- b. a co-operative or non share-capital corporation, a majority of whose voting members are Nunavik Inuit;
- c. a share-capital corporation, a majority of whose voting shares are beneficially owned by one (1) or more Nunavik Inuit; or
- d. a share-capital corporation, a majority of whose voting shares are owned by one (1) of the foregoing entities.

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

Evaluation and Assessment - Submission Requirements

In order for an offer to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Nunavik 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 "Nunavik Representations" and that untrue statements may result in the tender being declared non-responsive.

Treatment of Representations and Warranties

The Offeror acknowledges that:

- a) the Minister relies upon the "Nunavik Representations" to evaluate offers; and
- b) the "Nunavik Representations" shall become covenants under any standing offer(s) resulting from this solicitation.

IOC Evaluation Criteria

Offerors must ensure that its IOC documentation demonstrates sufficient evidence to assess the compliance of the proposal with the criteria listed herein. It is the sole responsibility of the Offeror to provide sufficient information within its proposal to enable the Evaluation Committee to complete its evaluation. Offerors must include reference material it wishes to be considered. Material and/or documents outside the proposal will not be considered. URL links to Offerors website will not be considered. No prior knowledge or experience will be taken into consideration.

Item	Inuit Opportunities Consideration (IOC)	Score	Percentage Deduction
1.	<p>Offices – the existence of head offices, administrative offices or other facilities in the NMR.</p> <p>Offer has demonstrated the existence or creation of: (maximum 2 points)</p> <p>a) 1 point – 1 Office or other facilities b) 2 points – 2 or more Office(s) and/or other facilities</p>		
1.	<p>Sub-Contracting – the contribution of Nunavik Inuit in carrying out the standing offer, which will include, but not be limited to, the employment of Nunavik Inuit labour, engagement of Inuit professional services or the use of suppliers that are Nunavik Inuit or Nunavik Inuit enterprises which can act as sub-contractors in assisting with the carrying out of the Standing Offer.</p> <p>a) The percentages identified below relate specifically to on-site labour hours regardless of whether they are prime contractor staff and/or subcontractor staff.</p> <p>i) 5 – 25% of total labour hours .5 point ii) 26 – 50% of total labour hours 1 point iii) 51 – 75% of total labour hours 1.5 points iv) 76 – 100% of total labour hours 2 points</p> <p>b) Use of Inuit suppliers and identification of goods / services to be provided by Nunavik Inuit enterprises together with an estimate of the value of goods / services. 1 point</p>		
	Maximum total points available	5	
	Maximum percentage deduction earned		

Liquidated Damages

The Offeror acknowledges that:

- 1.1 the Request for Standing Offer (RFSO) and this Standing Offer fall within the ambit of the Agreement Between the Nunavik Inuit Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and
- 1.2 pursuant to Article 13 of the "Agreement", the bid criteria included in the RFP and this standing offer/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 existence of head offices, administrative offices or other facilities in the NMR area.; or
 - 1.2.2 the employment of Nunavik Inuit labour, the engagement of Nunavik Inuit professional services, or use of suppliers that are Nunavik Inuit or Nunavik Inuit enterprises which can act as sub-contractors in assisting with the carrying out of the standing offer/contract; or
2. The offeror acknowledges and confirms that it made the following commitments (collectively the "Nunavik Representations") as contemplated in paragraph 1 above in its bid for this standing offer/contract (To be completed at time of standing offer award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
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- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| .1 | |
| .2 a)
b) | |
| 3. The offeror acknowledges that the "Nunavik Representations": | |
| 3.1 are covenants under this standing offer; 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 standing offer, the Offeror breaches any or all of the "Nunavik Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Offeror, the applicable sum or sums identified per each "Nunavik Representation" in paragraph 3.2. | |
| 5. The Offeror 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 Offeror acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Offeror acknowledges that it did not act under any duress. | |

APPENDIX "E.3"

Eeyou Marine Regional Land Claims Agreement – Cree Opportunities Considerations

The requirements of the Eeyou Marine Region Land Claims Agreement <http://www.aadnc-aandc.gc.ca/eng/1100100030604/1100100030605> 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: Chapter 21 – Agreement Between the Crees of Eeyou Istchee and Her Majesty the Queen in Right of Canada Concerning the Eeyou Marine Region, clause 21.3.4.

Opportunities and Considerations

For the portion of the work specifically undertaken in the Eeyou Marine Regional settlement area, offers will be evaluated and allocated a range of points in accordance with the degree to which the Offeror's proposed method of carrying out the work meets the objectives of the following criteria.

In this requirement "Eeyou Marine Regional Representations" will allow for up to a maximum of 5% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socio-economic benefits in the region.

For purposes of interpretation:

"Eeyou Istchee" means the Eeyou Marine Region and the regions defined in paragraphs 24.13.2, 24.13.4 and 24.13.6 of the JBNQA.

"Cree" or "Crees" means an individual or individuals enrolled or eligible to be enrolled as a Cree beneficiary or Cree beneficiaries pursuant to paragraphs 3.2.1, 3.2.2 and 3.2.3 of Section 3 of the James Bay and Northern Québec Agreement.

"Cree Enterprise" means a Cree Band, or any Cree Entity, or any unincorporated business owned by a Cree as well as any corporation in which one (1) or more Cree pursuant to Chapter 1.

Evaluation and Assessment - Submission Requirements

In order for an offer to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Eeyou Marine Regional 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 "Eeyou Marine Regional Representations" and that untrue statements may result in the tender being declared non-responsive.

Treatment of Representations and Warranties

The Offeror acknowledges that:

- a) the Minister relies upon the "Eeyou Marine Regional Representations" to evaluate offers; and
- b) the "Eeyou Marine Regional Representations" shall become covenants under any standing offer(s) resulting from this solicitation.

COC Evaluation Criteria

Offerors must ensure that its COC documentation demonstrates sufficient evidence to assess the compliance of the proposal with the criteria listed herein. It is the sole responsibility of the Offeror to provide sufficient information within its proposal to enable the Evaluation Committee to complete its evaluation. Offerors must include reference material it wishes to be considered. Material and/or documents outside the proposal will not be considered. URL links to Offerors website will not be considered. No prior knowledge or experience will be taken into consideration.

Item	Inuit Opportunities Consideration (IOC)	Score	Percentage Deduction
1.	<p>Offices – the existence of head offices, administrative offices or other facilities in Eeyou Istchee.</p> <p>Offer has demonstrated the existence or creation of: (maximum 2 points)</p> <p>a) 1 point – 1 Office or other facilities b) 2 points – 2 or more Office(s) and/or other facilities</p>		
1.	<p>Sub-Contracting – – the contribution of Cree in carrying out the standing offer, which will include, but not be limited to, the employment of Cree labour, engagement of Cree professional services, or use of suppliers that are Cree or Cree Enterprises which can act as sub-contractors in assisting with the carrying out of the Standing Offer.</p> <p>a) The percentages identified below relate specifically to on-site labour hours regardless of whether they are prime contractor staff and/or subcontractor staff.</p> <p>i) 5 – 25% of total labour hours .5 point ii) 26 – 50% of total labour hours 1 point iii) 51 – 75% of total labour hours 1.5 points iv) 76 – 100% of total labour hours 2 points</p> <p>b) Use of Cree suppliers and identification of goods / services to be provided by Cree enterprises together with an estimate of the value of goods / services. 1 point</p>		
	Maximum total points available	5	
	Maximum percentage deduction earned		

Liquidated Damages

The Offeror acknowledges that:

- 1.1 the Request for Standing Offer (RFSO) and this Standing Offer fall within the ambit of the Agreement Between the Cree of Eeyou Marine Regional Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and
- 1.2 pursuant to Article 13 of the "Agreement", the bid criteria included in the RFSO and this standing offer 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 Eeyou Istchee.; or
 - 1.2.2 the employment of Cree labour, the engagement of Cree professional services, or use of suppliers that are Cree or Cree enterprises which can act as sub-contractors in assisting with the carrying out of the standing offer/contract; or
2. The offeror acknowledges and confirms that it made the following commitments (collectively the "Eeyou Marine Regional Representations") as contemplated in paragraph 1 above in its bid for this standing offer/contract (To be completed at time of standing offer award):

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

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| .1 | |
| .2 a)
b) | |
| 3. The offeror acknowledges that the "Eeyou Marine Regional Representations": | |
| 3.1 are covenants under this standing offer; 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 standing offer, the Offeror breaches any or all of the "Eeyou Marine Regional Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Offeror, the applicable sum or sums identified per each "Eeyou Marine Regional Representation" in paragraph 3.2. | |
| 5. The Offeror 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 Offeror acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Offeror acknowledges that it did not act under any duress. | |

APPENDIX "E.4"

Inuvialuit Final Agreement – Aboriginal Opportunities Considerations

The requirements of the Inuvialuit Final Agreement <http://www.aadnc-aandc.gc.ca/eng/1100100030598/1100100030599> will apply to the proposed procurement. Bidders are therefore requested to maximize aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Section 16, of Part 1 of the Inuvialuit Final Agreement (IFA).

Opportunities and Considerations

For the portion of the work specifically undertaken in the Inuvialuit Settlement Region area, offers will be evaluated and allocated a range of points in accordance with the degree to which the Offeror's proposed method of carrying out the work meets the objectives of the following criteria.

In this requirement "Inuvialuit Representations" will allow for up to a maximum of 5% downward adjustment to a proponents price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socio-economic benefits in the region.

For purposes of interpretation:

"Inuvialuit firm" shall be a firm, the name of which appears on the most current list of firms created in accordance with the requirements of the Agreement Between The Inuvialuit of the Inuvialuit Settlement Region and Her Majesty the queen in Right of Canada; and

"Inuvialuit" means those people known as Inuvialuit, Inuit or Eskimo who are beneficiaries under this Agreement by reason of the settlement of their claim to traditional use and occupancy of the land in the Inuvialuit Settlement Region.

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

Evaluation and Assessment - Submission Requirements

In order for an offer to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Inuvialuit 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 "Inuvialuit Representations" and that untrue statements may result in the tender being declared non-responsive.

Treatment of Representations and Warranties

The Offeror acknowledges that:

- a) the Minister relies upon the "Inuvialuit Representations" to evaluate offers; and
- b) the "Inuvialuit Representations" shall become covenants under any standing offer(s) resulting from this solicitation.

AOC Evaluation Criteria

Offerors must ensure that its AOC documentation demonstrates sufficient evidence to assess the compliance of the proposal with the criteria listed herein. It is the sole responsibility of the Offeror to provide sufficient information within its proposal to enable the Evaluation Committee to complete its evaluation. Offerors must include reference material it wishes to be considered. Material and/or documents outside the proposal will not be considered. URL links to Offerors website will not be considered. No prior knowledge or experience will be taken into consideration.

Item	Aboriginal Opportunities Consideration (AOC)	Score	Percentage Deduction
1.	<p>Offices – – the creation of administrative offices or other facilities in the Inuvialuit Settlement Region.</p> <p>Offer has demonstrated the existence or creation of: (maximum 2 points)</p> <p>a) 1 point – 1 Office or other facilities b) 2 points – 2 or more Office(s) and/or other facilities</p>		
1.	<p>Sub-Contracting — the contribution of Inuvialuit in carrying out the standing offer, which will include, but not be limited to, the employment of Inuvialuit, the engagement of Inuvialuit professional services or the use of Inuvialuit suppliers which can act as sub-contractors in assisting with the carrying out of the Standing Offer.</p> <p>a) The percentages identified below relate specifically to on-site labour hours regardless of whether they are prime contractor staff and/or subcontractor staff.</p> <p>i) 5 – 25% of total labour hours .5 point ii) 26 – 50% of total labour hours 1 point iii) 51 – 75% of total labour hours 1.5 points iv) 76 – 100% of total labour hours 2 points</p> <p>b) Use of Inuvialuit suppliers and identification of goods / services to be provided by Inuvialuit suppliers together with an estimate of the value of goods / services. 1 point</p>		
	Maximum total points available	5	
	Maximum percentage deduction earned		

Liquidated Damages

The Offeror acknowledges that:

- 1.1 the Request for Standing Offer (RFSO) and this Standing Offer fall within the ambit of the Agreement Between the participants of the Inuvialuit Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and
- 1.2 pursuant to Article 13 of the "Agreement", the bid criteria included in the RFSO and this standing offer 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 creation of head offices, administrative offices or other facilities in the Inuvialuit Settlement Region.; or
 - 1.2.2 the employment of Inuvialuit, the engagement of Inuvialuit professional services, or use of Inuvialuit suppliers which can act as sub-contractors in assisting with the carrying out of the standing offer/contract; or
2. The offeror acknowledges and confirms that it made the following commitments (collectively the "Inuvialuit Representations") as contemplated in paragraph 1 above in its bid for this standing offer (To be completed at time of standing offer award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
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| 3. The offeror acknowledges that the " Inuvialuit Representations": | |
| 3.1 are covenants under this standing offer; 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 standing offer, the Offeror breaches any or all of the " Inuvialuit Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Offeror, the applicable sum or sums identified per each " Inuvialuit Representation" in paragraph 3.2. | |
| 5. The Offeror 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 Offeror acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Offeror acknowledges that it did not act under any duress. | |

APPENDIX "E.5"

Sahtu Dene and Metis Comprehensive Land Claim Agreement – Aboriginal Opportunities Considerations

The requirements of the Sahtu Dene and Metis Comprehensive Land Claim Agreement <http://www.aadnc-aandc.gc.ca/eng/1100100030598/1100100030599> will apply to the proposed procurement. Bidders are therefore requested to maximize aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Chapter 12, the Sahtu Dene and Metis Comprehensive Land Claim Agreement, clause 12.2.1.

Opportunities and Considerations

For the portion of the work specifically undertaken in the Sahtu settlement area, offers will be evaluated and allocated a range of points in accordance with the degree to which the Offeror's proposed method of carrying out the work meets the objectives of the following criteria.

In this requirement "Sahtu Representations" will allow for up to a maximum of 5% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socio-economic benefits in the region.

For purposes of interpretation:

"participant" is as defined in Chapter 2 (Definitions O of the Sahtu Dene and Metis Comprehensive Land Claim Agreement).

"Sahtu settlement area" comprises the area within the Northwest Territories as described in appendix A of the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

"Sahtu Dene and Metis firms" means an entity which complies with the legal requirements to carry on a business in the area and which is a limited company with at least 51% of the company's voting shares beneficially owned by participants, or is a cooperative controlled by participants, or is a participants' sole proprietorship or partnership.

Evaluation and Assessment - Submission Requirements

In order for an offer to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Sahtu 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 "Sahtu Representations" and that untrue statements may result in the tender being declared non-responsive.

Treatment of Representations and Warranties

The Offeror acknowledges that:

- a) the Minister relies upon the "Sahtu Representations" to evaluate offers; and
- b) the "Sahtu Representations" shall become covenants under any standing offer(s) resulting from this solicitation.

AOC Evaluation Criteria

Offerors must ensure that its IOC documentation demonstrates sufficient evidence to assess the compliance of the proposal with the criteria listed herein. It is the sole responsibility of the Offeror to provide sufficient information within its proposal to enable the Evaluation Committee to complete its evaluation. Offerors must include reference material it wishes to be considered. Material and/or documents outside the proposal will not be considered. URL links to Offerors website will not be considered. No prior knowledge or experience will be taken into consideration.

Item	Aboriginal Opportunities Consideration (AOC)	Score	Percentage Deduction
1.	<p>Offices - the existence or creations of head offices, administrative offices or other facilities in the Sahtu Settlement Area.</p> <p>Offer has demonstrated the existence or creation of: (maximum 2 points)</p> <p>a) 1 point – 1 Office or other facilities b) 2 points – 2 or more Office(s) and/or other facilities</p>		
1.	<p>Sub-Contracting — the contribution of Sahtu participants in carrying out the standing offer, which will include, but not be limited to, the employment of participants labour, engagement of participants professional services or the use of suppliers that are Sahtu Dene and Metis firms which can act as sub-contractors in assisting with the carrying out of the Standing Offer.</p> <p>a) The percentages identified below relate specifically to on-site labour hours regardless of whether they are prime contractor staff and/or subcontractor staff.</p> <p>i) 5 – 25% of total labour hours .5 point ii) 26 – 50% of total labour hours 1 point iii) 51 – 75% of total labour hours 1.5 points iv) 76 – 100% of total labour hours 2 points</p> <p>b) Use of suppliers and identification of goods / services to be provided by Sahtu Dene and Metis suppliers together with an estimate of the value of goods / services. 1 point</p>		
	Maximum total points available	5	
	Maximum percentage deduction earned		

Liquidated Damages

The Offeror acknowledges that:

- 1.1 the Request for Standing Offer (RFSO) and this Standing Offer fall within the ambit of the Agreement Between the Aboriginal of the Sahtu Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and
- 1.2 pursuant to Article 13 of the "Agreement", the bid criteria included in the RFSO and this standing offer 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 or creation of head offices, administrative offices or other facilities in the Comprehensive Land Claim Agreement area.; or
 - 1.2.2 the employment of participants labour, the engagement of participant professional services, or use of suppliers that are Sahtu Dene and Metis firms which can act as sub-contractors in assisting with the carrying out of the standing offer/contract; or
2. The offeror acknowledges and confirms that it made the following commitments (collectively the "Sahtu Representations") as contemplated in paragraph 1 above in its bid for this standing offer/contract (To be completed at time of standing offer award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
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| 3. The offeror acknowledges that the "Sahtu Representations": | |
| 3.1 are covenants under this standing offer; 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 standing offer/contract, the Offeror breaches any or all of the "Sahtu 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 "Sahtu Representation" in paragraph 3.2. | |
| 5. The Offeror 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 Offeror acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Offeror acknowledges that it did not act under any duress. | |

APPENDIX "E.6"

Tlicho Land Claims Agreement – Aboriginal Opportunities Considerations

Tlicho Land Claims Agreement

The [Tlicho Agreement Implementation Plan](#), Annex A, Sheet 26-3, Article 2, Planning Assumptions, states:

"In order to stimulate socio-economic benefits through the procurement process, and whenever practicable and consistent with sound procurement practices, 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 evaluation criteria for the awarding of government contracts which are wholly or partly in Mòwhì Gogha Dè Nìtâèè (NWT):

- a. the inclusion of an Aboriginal Benefits Plan which will assist with socio-economic development projects which are wholly or partly in Mòwhì Gogha Dè Nìtâèè (NWT); or
- b. the employment of Tlicho First Nation labour, engagement of Tlicho First Nation professional services, or use of suppliers that are Tlicho which can act as sub-contractors in assisting with the carrying out of the contract; or
- c. the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Tlicho Citizens."

For purposes of interpretation:

"Aboriginal supplier" means an entity which complies with the legal requirements to carry on a business in the Northwest Territories and which is a limited company that can demonstrate that more than 50% of the company's voting shares beneficially owned and controlled by Aboriginal Citizens, or is a cooperative controlled by Aboriginal Citizens, or is an Aboriginal Citizens' sole proprietorship or partnership.

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

Evaluation and Assessment - Submission Requirements

In order for a bid to be assigned points for representations made in respect of any criterion, 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 "Tlicho Representations" and that untrue statements may result in the tender being declared non-responsive.

Treatment of Representations and Warranties

The Bidder acknowledges that:

- a) the Minister relies upon the "Tlicho Representations" to evaluate bids; and
- b) the "Tlicho Representations" shall become covenants under any contract(s) resulting from this solicitation.

Contracting Policy Notice 2006-4

26.3 Government Employment and Contracts

26.3.1 Where government carries out public activities wholly or partly in Mòwhì Gogha Dè Nìitáèè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities,

- (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems; and

AOC Evaluation Criteria

Bidders must ensure that its AOC documentation demonstrates sufficient evidence to assess the compliance of the proposal with the criteria listed herein. It is the sole responsibility of the Bidder to provide sufficient information within its proposal to enable the Evaluation Committee to complete its evaluation. Bidders must include reference material it wishes to be considered. Material and/or documents outside the proposal will not be considered. URL links to Bidders website will not be considered. No prior knowledge or experience will be taken into consideration.

Item	Aboriginal Opportunities Consideration (AOC)	Score	Percentage Deduction
1.	<p>Offices - the existence head offices, administrative offices or other facilities in the Mòwhì Gogha Dè Nìitáèè (NWT) area.</p> <p>Offer has demonstrated the existence or creation of: (maximum 2 points)</p> <p>a) 1 point – 1 Office or other facilities b) 2 points – 2 or more Office(s) and/or other facilities</p>		
1.	<p>Sub-Contracting – the employment of Tlìcho First Nation labour, engagement of Tlìcho First Nation professional services or the use of Tlìcho suppliers which can act as sub-contractors in assisting with the carrying out of the Standing Offer.</p> <p>a) The percentages identified below relate specifically to on-site labour hours regardless of whether they are prime contractor staff and/or subcontractor staff.</p> <p>i) 5 – 25% of total labour hours .5 point ii) 26 – 50% of total labour hours 1 point iii) 51 – 75% of total labour hours 1.5 points iv) 76 – 100% of total labour hours 2 points</p> <p>b) Use of Tlìcho First Nation suppliers and identification of goods / services to be provided by Tlìcho First Nation suppliers together with an estimate of the value of goods / services. 1 point</p>		
	Maximum total points available	5	
	Maximum percentage deduction earned		

Liquidated Damages

The Offeror acknowledges that:

- 1.1 the Request for Proposal (RFP) and this Standing Offer/Contract fall within the ambit of the Agreement Between the Aboriginal of the Tlicho Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and
- 1.2 pursuant to Article 13 of the "Agreement", the bid criteria included in the RFP and this standing offer/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 Môwhi Gogha Dè Nîitâàè (NWT) area.; or
 - 1.2.2 the employment of Tlicho First Nation labour, the engagement of Tlicho First Nation professional services, or use of Tlicho suppliers which can act as sub-contractors in assisting with the carrying out of the standing offer/contract; or
2. The offeror acknowledges and confirms that it made the following commitments (collectively the "Tlicho Representations") as contemplated in paragraph 1 above in its bid for this standing offer (To be completed at time of standing offer award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
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b) | |
| 3. The offeror acknowledges that the "Tlicho Representations": | |
| 3.1 are covenants under this standing offer; 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 standing offer/contract, the Offeror breaches any or all of the "Tlicho 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 "Tlicho Representation" in paragraph 3.2. | |
| 5. The Offeror 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 Offeror acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Offeror acknowledges that it did not act under any duress. | |

APPENDIX "E.7"

Nunavut Land Claims Agreement – Inuit Opportunities Considerations

The requirements of the Nunavut Land Claims Agreement (NLCA) <http://www.aadnc-aandc.gc.ca/eng/1100100030601/1100100030602> 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 -The Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, clause 24.6.1.

Opportunities and Considerations

For the portion of the work specifically undertaken in the Nunavut Land Claims settlement area, offers will be evaluated and allocated a range of points in accordance with the degree to which the Offeror'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 5% downward adjustment to a proponents price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socio-economic benefits in the region.

For purposes of interpretation:

"Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is

- a. a limited company with at least 51% of the company's voting shares beneficially owned by Inuit,
- b. a co-operative controlled by Inuit, or
- c. an Inuk sole proprietorship or partnership.

Evaluation and Assessment - Submission Requirements

In order for a offer 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.

Treatment of Representations and Warranties

The Offeror acknowledges that:

- a) the Minister relies upon the "Nunavut Representations" to evaluate offers; and
- b) the "Nunavut Representations" shall become covenants under any standing offer(s) resulting from this solicitation.

IOC Evaluation Criteria

Offerors must ensure that its IOC documentation demonstrates sufficient evidence to assess the compliance of the proposal with the criteria listed herein. It is the sole responsibility of the Offeror to provide sufficient information within its proposal to enable the Evaluation Committee to complete its evaluation. Offerors must include reference material it wishes to be considered. Material and/or documents outside the proposal will not be considered. URL links to Offerors website will not be considered. No prior knowledge or experience will be taken into consideration.

Item	Aboriginal Opportunities Consideration (AOC)	Score	Percentage Deduction
1.	<p>Offices - the existence head offices, administrative offices or other facilities in the Nunavut Settlement Area.</p> <p>Offer has demonstrated the existence or creation of: (maximum 2 points)</p> <p>a) 1 point – 1 Office or other facilities b) 2 points – 2 or more Office(s) and/or other facilities</p>		
1.	<p>Sub-Contracting – – the contribution of Nunavut Inuit in carrying out the standing offer, which will include, but not be limited to, the employment of Inuit labour, engagement of Inuit professional services or the use of suppliers that are Inuit or Inuit firms which can act as sub-contractors in assisting with the carrying out of the Standing Offer.</p> <p>a) The percentages identified below relate specifically to on-site labour hours regardless of whether they are prime contractor staff and/or subcontractor staff.</p> <p>i) 5 – 25% of total labour hours .5 point ii) 26 – 50% of total labour hours 1 point iii) 51 – 75% of total labour hours 1.5 points iv) 76 – 100% of total labour hours 2 points</p> <p>b) Use of Inuit suppliers and identification of goods / services to be provided by Inuit suppliers together with an estimate of the value of goods / services. 1 point</p>		
	Maximum total points available	5	
	Maximum percentage deduction earned		

Liquidated Damages

The Offeror acknowledges that:

- 1.1 the Request for Standing Offer (RFSO) and this Standing Offer/Contract fall within the ambit of the Agreement Between the Inuit of Nunavut Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and
- 1.2 pursuant to Article 13 of the "Agreement", the bid criteria included in the RFSO and this standing offer 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 or creation of head offices, administrative offices or other facilities in the Nunavut Settlement area.
 - 1.2.2 the employment of Inuit labour, the engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms which can act as sub-contractors in assisting with the carrying out of the standing offer.
2. The offeror acknowledges and confirms that it made the following commitments (collectively the "Nunavut Representations") as contemplated in paragraph 1 above in its bid for this standing offer (To be completed at time of standing offer award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
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b) | |
| 3. The offeror acknowledges that the "Nunavut Representations": | |
| 3.1 are covenants under this standing offer; 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 standing offer, the Offeror breaches any or all of the "Nunavut Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Offeror, the applicable sum or sums identified per each "Nunavut Representation" in paragraph 3.2. | |
| 5. The Offeror 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 Offeror acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Offeror acknowledges that it did not act under any duress. | |

APPENDIX "E.8"

Labrador Comprehensive Land Claim Agreement – Inuit Opportunities Considerations

The requirements of the Labrador Land Claims Agreement (NLCA) <http://www.aadnc-aandc.gc.ca/eng/1100100030595/1100100030596> 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 7 – Labrador Inuit Land Claims Agreement, clause 7.10.4.

Opportunities and Considerations

For the portion of the work specifically undertaken in the Labrador Land Claims settlement area, offers will be evaluated and allocated a range of points in accordance with the degree to which the Offeror's proposed method of carrying out the work meets the objectives of the following criteria.

In this requirement "Labrador Inuit Representations" will allow for up to a maximum of 5% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socio-economic benefits in the region.

For purposes of interpretation:

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

Evaluation and Assessment - Submission Requirements

In order for an offer to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Labrador Inuit 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 "Labrador Inuit Representations" and that untrue statements may result in the tender being declared non-responsive.

Treatment of Representations and Warranties

The Offeror acknowledges that:

- a) the Minister relies upon the "Labrador Inuit Representations" to evaluate offers; and
- b) the "Labrador Inuit Representations" shall become covenants under any standing offer(s) resulting from this solicitation.

IOC Evaluation Criteria

Offerors must ensure that its IOC documentation demonstrates sufficient evidence to assess the compliance of the proposal with the criteria listed herein. It is the sole responsibility of the Offeror to provide sufficient information within its proposal to enable the Evaluation Committee to complete its evaluation. Offerors must include reference material it wishes to be considered. Material and/or documents outside the proposal will not be considered. URL links to Offerors website will not be considered. No prior knowledge or experience will be taken into consideration.

Item	Aboriginal Opportunities Consideration (AOC)	Score	Percentage Deduction
1.	<p>Offices - the existence head offices, administrative offices or other facilities in the Labrador Inuit Settlement Area.</p> <p>Offer has demonstrated the existence or creation of: (maximum 2 points)</p> <p>a) 1 point – 1 Office or other facilities b) 2 points – 2 or more Office(s) and/or other facilities</p>		
1.	<p>Sub-Contracting – – the contribution of Labrador Inuit in carrying out the standing offer, which will include, but not be limited to, the employment of Inuit labour, engagement of Inuit professional services or the use of suppliers that are Inuit Businesses which can act as sub-contractors in assisting with the carrying out of the Standing Offer.</p> <p>a) The percentages identified below relate specifically to on-site labour hours regardless of whether they are prime contractor staff and/or subcontractor staff.</p> <p>i) 5 – 25% of total labour hours .5 point ii) 26 – 50% of total labour hours 1 point iii) 51 – 75% of total labour hours 1.5 points iv) 76 – 100% of total labour hours 2 points</p> <p>b) Use of Inuit suppliers and identification of goods / services to be provided by Inuit suppliers together with an estimate of the value of goods / services. 1 point</p>		
	Maximum total points available	5	
	Maximum percentage deduction earned		

Liquidated Damages

The Offeror/Contractor acknowledges that:

- 1.1 the Request for Standing Offer (RFSO) and this Standing Offer/Contract fall within the ambit of the Agreement Between the Inuit of Labrador Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and
- 1.2 pursuant to Article 13 of the "Agreement", the bid criteria included in the RFSO and this standing offer/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 the head office, administrative offices or other facilities in the Labrador Inuit Settlement Area.; or
 - 1.2.2 the employment of Inuit labour, engagement of Inuit professional services or use of suppliers that are Inuit Businesses which can act as sub-contractors in assisting with the carrying out of the standing offer/contract; or
2. The offeror/contractor acknowledges and confirms that it made the following commitments (collectively the "Labrador Representations") as contemplated in paragraph 1 above in its bid for this standing offer/contract (To be completed at time of standing offer award):

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| .1 | |
| .2 a)
b) | |
| 3. The offeror/contractor acknowledges that the "Labrador Representations": | |
| 3.1 are covenants under this standing offer / 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 standing offer/contract, the Offeror/Contractor breaches any or all of the "Labrador 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 "Labrador Representation" in paragraph 3.2. | |
| 5. The Offeror/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 Offeror/Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Offeror/Contractor acknowledges that it did not act under any duress. | |

ANNEX "F"

FINANCIAL EVALUATION AND CONTRACTOR SELECTION

Financial Evaluation

The OFFER EVALUATION TOTAL will be calculated as follows:

COLUMN 1: Firm Unit Pricing (Year 1 of 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) = Subtotal (per table)
STEP 3: Aggregate of Subtotals (per table) = COLUMN 1 EVALUATED OFFER

COLUMN 2: Firm Unit Pricing (Year 2 of 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) = Subtotal (per table)
STEP 3: Aggregate of Subtotals (per table) = COLUMN 1 EVALUATED OFFER

COLUMN 3: % Discount or Mark-up Based Pricing (2 one-year option periods)

- STEP 1: For each line item, (Published Price list Price or Laid Down Cost) as specified by the Offeror x Estimated Quantity x (1.0 + % Mark-up) or (1.0 - % Discount) as specified by the Offeror = Extended Total.
STEP 2: Aggregate of Extended Totals (per table) = Subtotal (per table)
STEP 3: Aggregate of Subtotals (per table) = COLUMN 3 EVALUATED OFFER

MISCELLANEOUS CLAUSE: % Discount Pricing for items not identified in Tables B1 to B4.

- STEP 1: For Miscellaneous Items, a dollar value of \$50,000.00 will be used for evaluation purposes only
STEP 2: \$50,000.00 x (1.0 - % Discount) = MISCELLANEOUS CLAUSE EVALUATED OFFER

Total Aggregated Price means:

- Column 1, Standing Offer year 1 total extended prices, plus
Column 2, Standing Offer year 2 total extended prices, plus
Column 3, Option years discount or mark-up total extended prices, plus
Miscellaneous Clause extended price
TOTAL = Total Aggregated Price

The AOC/IOC EVALUATION will be calculated as follows:

1. Aboriginal and Inuit Opportunities Considerations (AOC / IOC) allows for up to a maximum of 5% downward adjustment, for evaluation purposes only, to a proponent's price in accordance with the "AOC / IOC / COC" Bid Criteria detailed in Annex E1 through E8.
2. Offers submitted on more than one CLCA opportunity will be assessed independently on each CLCA beneficiary evaluation criteria identified. Either the highest CLCA score or the combined score from each CLCA identified, up to a total maximum of 5%, will be assessed for the downward evaluation price reduction.
3. For evaluation purposes, the total bid price will be calculated by reducing the total aggregated bid price by the AOC downward adjustment percentage (if applicable) based on the total number of points assigned through the AOC evaluation (Annex D).

Solicitation No. - N° de l'invitation
ET959-160116/A
Client Ref. No. - N° de réf. du client
ET959-160116

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-5-38032

Buyer ID - Id de l'acheteur
wpg016
CCC No./N° CCC - FMS No./N° VME

Financial Evaluation Example:

Evaluation Criteria	Bidder A	Bidder B	Bidder C
Column 1 evaluated offer	\$100,000.00	\$105,000.00	\$98,000.00
+ Column 2 evaluated offer	\$110,000.00	\$105,000.00	\$110,000.00
+ Column 3 evaluated offer	\$230,000.00	\$240,000.00	\$250,000.00
+ Miscellaneous clause total	\$40,000.00	\$40,000.00	\$42,500.00
= Total aggregated price	\$480,000.00	\$490,000.00	\$500,500.00
AOC / IOC downward adjustment	N/A	\$490,000 x 2% (\$9,800.00)	\$500,500 x 5% (\$24,500.00)
Price for evaluation purposes	\$480,000.00	\$480,200.00	\$475,475.00
Overall Rating	2 nd	3 rd	1 st