



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

**Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4**

Bid Fax: (250) 363-3344

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

Title - Sujet RISO - Shipping Container Rentals	
Solicitation No. - N° de l'invitation W2B03-170101/B	Date 2016-07-15
Client Reference No. - N° de référence du client W2B03-170101	GETS Ref. No. - N° de réf. de SEAG PW-\$VIC-251-7013
File No. - N° de dossier VIC-6-39014 (251)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-08-29	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Fletcher, Erin	Buyer Id - Id de l'acheteur vic251
Telephone No. - N° de téléphone (250)363-3612 ()	FAX No. - N° de FAX (250)363-0395
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG 211D PO BOX 17000 STATION FORCES VICTORIA British Columbia V9A7N2 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

This bid solicitation cancels and supersedes previous bid solicitation number W2B03-170101/A dated 2016-06-01 with a closing date of 2016-07-13 at 2:00 p.m. PDT. A debriefing or feedback session will be provided upon request to offerors who bid on the previous solicitation.

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W2B03-170101/B
Client Ref. No. - N° de réf. du client
W2B03-170101

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-6-39014

Buyer ID - Id de l'acheteur
VIC 251
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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, Insurance Requirements, and the Reporting Requirements.

1.2 Summary

The Department of National Defence (DND) – Canadian Forces Base Esquimalt has a requirement for a Regional Individual Standing Offer (RISO) for the rental of shipping containers to multiple DND locations in and around Victoria, British Columbia.

The expected period of the Standing Offer is for two years from date of award, with the option to extend for an additional one year. The estimated value of the Standing Offer is \$75,000.00 per year.

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](#) (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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:

- name of former public servant;
- 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:

- name of former public servant;
- conditions of the lump sum payment incentive;
- date of termination of employment;
- amount of lump sum payment;
- rate of pay on which lump sum payment is based;
- period of lump sum payment including start date, end date and number of weeks;
- 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (07) 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 British Columbia.

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 (Two (2) hard copies)

Section II: Financial Offer (One (1) hard copy)

Section III: Certifications (One (1) hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment instruments, complete Annex C, Electronic Payment Instruments, to identify which ones are accepted.

If Annex C, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06) Exchange Rate Fluctuation,

Section III: Certifications

Offerors must submit the certifications and additional information 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

See Annex A, Statement of Work

4.1.2 Financial Evaluation

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria Only

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

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

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

The data must be submitted on a bi-annual basis to the Standing Offer Authority.

The bi-annual reporting periods are defined as follows:

(Provided at award of Standing Offer)

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of award to _____ (**two years after**) inclusive.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one-year period, from _____ to _____ 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 sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Erin Fletcher
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch, Pacific
401 – 1230 Government Street, Victoria, B.C. V8W 3X4
Telephone: 250-363-3612
Facsimile: 250-363-0395
E-mail address: erin.fletcher@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.

In the event you are unable to contact the above noted Authority, please contact: PAC.VICCA@tpsgc-pwgsc.gc.ca

7.5.2 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.

7.5.3 Offeror's Representative

Supplier is to complete the table below and submit with their offer.

Contact for:	Name	Telephone	E-mail
Contracting issues			
Technical issues			
Invoicing issues			

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Transportation and Electrical and Mechanical Engineering (TEME), CFB Esquimalt.

7.7 Call-up Instrument

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

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Applicable Taxes included).

Call-ups above \$25,000.00 (Applicable Taxes included) must be authorized by the Standing Offer Authority in accordance with the departmental delegation of authorities for goods.

7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$157,500.00** (Applicable Taxes included) 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 one (1) month 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.

7.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2016-04-04), General Conditions – Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Electronic Payment Instruments;
- h) Annex D, Insurance Requirements;
- i) Annex E, Reporting Requirements;
- j) the Offeror's offer dated _____.

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of 2010C (2016-04-04), General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards (***if applicable***).

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 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.

7.5 Payment

7.5.1 Basis of Payment

Refer to Annex B - Basis of Payment

7.5.2 Limitation of Price

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

7.5.3 Multiple Payments

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

7.5.4 SACC Manual Clauses

C2000C (2007-11-30), Taxes – Foreign-based Contractor (*if applicable*)

7.5.5 Electronic Payment of Invoices – Call-up

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

(Inserted at award of Standing Offer)

7.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 SACC Manual Clauses

B1501C (2006-06-16), Electrical Equipment

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ANNEX A – STATEMENT OF WORK

1. Requirement

For the provision of all labour, materials, tools, equipment, transportation and supervision necessary for the rental of Shipping Containers on an "as and when requested" basis, to the Department of National Defence, Transportation and Electrical and Mechanical Engineering, (TEME) CFB Esquimalt, B.C. during the period of the Standing Offer, in accordance with the terms and conditions set out herein.

2. Delivery Destinations

Work Point Barracks:	West of Victoria approx. 5 km via Esquimalt Rd and Head St. South on Head St. approx. 1 K to the gates of Work Point Barracks -Head St. at Lyall.
Dockyard:	West of the Victoria approx. 8 km at the western terminus of Esquimalt Rd. Naden At Admiral's Rd. approx. 1 km north of the junction of Esquimalt Rd. & Admirals Rd.
Royal Roads Military College:	West of Victoria via Highway 1 and 1A to Colwood Corners, approx. 2 km via Sooke Rd. to controlled entrance on the south side of Sooke Rd.
Albert Head:	West and South of Victoria via Highway 1 and 1A, Sooke Rd., Metchosin Rd. and Duke Rd.; follow approx. 1 km in a south direction on Albert Head Rd. to controlled gate entrance.
Patricia Bay	North of Victoria via the Pat Bay Highway to McTavish Rd. west to Willingdon Rd.; follow approx. 3 km to Kitty Hawk Rd.
Bay St. Armouries:	715 Bay St. on the corner of Bay and Douglas St., Victoria, BC
Ashton Armouries:	724 Vanalman St. which is east of the junction of Glanford St. and Valalman Avenue, Victoria
BC HMCS Malahat:	20 Huron St. which is west of corner of Dallas Rd. & Huron St. in James Bay.
Colwood / Belmont Park	West of Victoria via Highway 1 and 1A to Wilted Rd. Then go left for approx. 112 km to a controlled gate. Belmont Park West of Victoria via Highway 1 and 1A to Ocean Blvd then left for approx. 1 km to Belmont Park.
Rocky Point:	South and west of Victoria via highway 1 and 1A to Sooke Rd. then left at Happy Valley Rd. to Rocky Point Rd. then right to East Sooke Rd. and left to controlled gate.
Heals Range:	Located north of Victoria approx. 7 km north on Blanshard Avenue (Highway 17) to Quadra St. turnoff, then west and north via West Saanich Rd. (Highway 17A) for approx. 5 km to Wallace Drive continue north on Wallace Drive for 2 km to the Range.
Nanaimo Range:	North of Victoria approx 100 km via the Trans Canada Highway
CF Meter/Nanoose Bay:	North of Victoria approx 130 km via the Trans Canada Highway

3. Minimum Mandatory Technical Requirements

All statements and requirements identified under section 3 and respective sub-sections are deemed to be minimum mandatory requirements and therefore suppliers must demonstrate how they meet each of these statements or requirements. Suppliers must provide all technical literature and/or narrative with submitted bids to substantiate their stated compliance with all the mandatory requirements. Literature and/or technical narrative not supplied with tender to substantiate compliance with mandatory requirements may lead to a supplier being deemed as non-compliant.

Vendors must ensure that all pages submitted with their tender are clearly identified and numbered and any reference to specific pages can be easily found.

Line #	Minimum Mandatory Requirements	Complies? (Y/N)	Reference to Technical Bid to Substantiate
3.1	General Specifications		
3.1.1	Material: Weathering steel as specified in BS EN 10 155:2004		
3.1.2	Monocoque body		
3.1.3	Corner Castings		
3.1.4	Steel corrugated sheet sidewalls, roof, and back panel		
3.1.5	All-welded-steel, continuously		
3.1.6	Floors made of treated, laminated hard wood planks, and plywood or steel		
3.1.7	Forklift pockets on 20' containers		
3.1.8	Gooseneck tunnels on 40' containers		
3.1.9	Full Opening Double-Doors on one end		
3.2	Certification		
3.2.1	All shipping containers rented must adhere to ISO standards 668, 830, 1161, 1496-1, and 6346		
3.2.2	All shipping containers rented must adhere to the International Convention for Safe Containers (CSC)		
3.2.3	All shipping containers rented must adhere to The Customs Convention on Containers.		
3.3	Heated Dry Shipping Container		
3.3.1	Heat Source: Diesel preferred, but electric heaters accepted.		
3.4	Refrigerated Shipping Container		
3.4.1	Refrigeration Source: Self Contained Electric and/or Diesel accepted, dependent on unit requirements.		

4. Cancellation of Rental Units

In the event that rental plans are changed, and a rental agreement requires to be cancelled, a minimum amount of notice by the Department of National Defence to the Offeror of eight (8) hours will be given for cancellation. Persons calling to cancel reservations must identify themselves, obtain the name of the person they are calling, and receive a confirmation number of the cancellation transaction and note the time and date of the call.

5. Extensions of Existing Rental Unit Agreements

In the case that an existing rental agreement requires to be extended, rental extensions shall be permitted by the Offeror upon request from the Department of National Defence and regardless of the number of extensions requested, the monthly rental rate shall be prorated for an additional rental period of less than a full month;

6. Inspection

Rental units will undergo an acceptance inspection by Department of National Defence personnel upon arrival and prior to departing TEME location. The Call-Up Authority will reject rental units that fail the acceptance inspection and another rental unit is to be provided by the Offeror without delay. At the time of acceptance and inspection, a Department of National Defence Acceptance and Inspection form for the rental unit shall be completed jointly by the Offeror and the Department of National Defence Call-Up Authority or delegated representative. The form shall indicate the condition of the rental unit(s) upon commencement of the rental and shall be signed by both parties. At termination of the rental period the Offeror and the call-Up Authority shall once again conduct an inspection of the rental unit(s) using the same form indicating any damage occurring during the term of rental, determining liability for the same, and each party shall sign the completed form. Mutual authorization must be obtained prior to proceeding with repairs. The Offeror must report any damage and have the rented unit inspected by TEME. TEME shall require the Offeror to provide three (3) quotes to repair damages before repairs are undertaken by the Offeror. Charges for damages shall be invoiced separately from the rental invoice and shall indicate the TEME Purchase Order Number and include supporting documentation for repairs;

7. Division of Responsibilities

DND personnel shall be responsible for maintaining all fluid levels and the Offeror shall supply all equipment in good working order. If there is a requirement for any maintenance of the equipment then the Offeror is responsible. Training on operating equipment procedures will be conducted by the Offeror to CFB Esquimalt personnel.

8. Lead Times

The following delivery times are requested upon receipt of a Call-up:

Regular Requirements: 48 Hours

Urgent Requirements: 24 Hours (the call-up will be clearly identified as urgent)

ANNEX B – BASIS OF PAYMENT

The Offeror must fill out the Basis of Payment form below with the prices offered for the duration of the Standing Offer period. The Basis of Payment pricing offered must be included by the Offeror in the “Financial Offer” portion of their offer.

The estimated usage rates stated below are for the purposes of evaluation only, and Canada shall be in no way obligated or constrained by these estimates. The Bidder shall be evaluated upon the aggregate total of “Mandatory Pricing Items” only. Applicable Taxes are excluded and must be added as a separate line item to any invoice issued.

1. Mandatory Pricing

Any Offeror failing to provide pricing in any of the below categories shall be declared non-responsive.

Item	Purchase Price		(A) Monthly Rental Rate	(B) Estimated # Units Required	(C) Estimated # Months Rented Annually	Extended Total [(A) * (B) * (C)]
	New	Used				
Shipping Container - Unheated						
1.1	Standard – 8' Wide x 8'6" High x 20' Length Minimum 21,000 kg Load Weight, 24,000 kg Gross Weight					
Year 1 (2016-2017)	\$ _____	\$ _____	\$ _____	5	12	\$ _____
Year 2 (2017-2018)	\$ _____	\$ _____	\$ _____	5	12	\$ _____
Option Year (2018-2019)	\$ _____	\$ _____	\$ _____	5	12	\$ _____
1.2	Standard – 8' Wide x 8'6" High x 40' Length Minimum 26,000 kg Load Weight, 30,000 kg Gross Weight					
Year 1 (2016-2017)	\$ _____	\$ _____	\$ _____	1	12	\$ _____
Year 2 (2017-2018)	\$ _____	\$ _____	\$ _____	1	12	\$ _____
Option Year (2018-2019)	\$ _____	\$ _____	\$ _____	1	12	\$ _____
Shipping Container – Refrigerated (Reefer)						
1.3	Standard – 8' Wide x 8'6" High x 20' Length Minimum 21,000 kg Load Weight, 24,000 kg Gross Weight					
Year 1 (2016-2017)	\$ _____	\$ _____	\$ _____	1	12	\$ _____

Year 2 (2017- 2018)	\$ _____	\$ _____	\$ _____	1	12	\$ _____
Option Year (2018- 2019)	\$ _____	\$ _____	\$ _____	1	12	\$ _____
1.4	High Cube – 8' Wide x 9'6" High x 40' Length Minimum 26,000 kg Load Weight, 30,000 kg Gross Weight					
Year 1 (2016- 2017)	\$ _____	\$ _____	\$ _____	1	12	\$ _____
Year 2 (2017- 2018)	\$ _____	\$ _____	\$ _____	1	12	\$ _____
Option Year (2018- 2019)	\$ _____	\$ _____	\$ _____	1	12	\$ _____
(i) Unit Total						\$ _____

2. Pickup & Delivery

The Contractor is responsible for offloading the Shipping Containers; price must be inclusive of a self-unloading type delivery vehicle as necessary.

Pickup/Delivery shall be charged on a one-way (Delivery or Pickup) basis.					
Pickup / Delivery Price					
Destination	(A) 20 ft. Container	(B) 40 ft. Container	(C) 20 ft. Reefer	(D) 40 ft. Reefer	Extended Total [A+B+C+D]
Work Point Barracks	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Dockyard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Royal Roads Military College	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Albert Head	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Patricia Bay	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Bay St. Armouries	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Ashton Armouries	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
BC HMCS Malahat	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Colwood / Belmont Park	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Rocky Point	\$	\$	\$	\$	\$
Heals Range	\$	\$	\$	\$	\$
Nanaimo Range	\$	\$	\$	\$	\$
CFMETR /Nanoose Bay	\$	\$	\$	\$	\$
(ii) Pickup & Delivery Total					\$
Evaluated Total (i) Unit Total + (ii) Pickup & Delivery Total)					\$

3. Non-Mandatory Pricing

Item	Purchase Price		Monthly Rental Rate
	New	Used	
Shipping Container - Heated			
3.1	Standard – 8' Wide x 8'6" High x 20' Length Minimum 21,000 kg Load Weight, 24,000 kg Gross Weight		
Year 1 (2016-2017)	\$ _____	\$ _____	\$ _____
Year 2 (2017-2018)	\$ _____	\$ _____	\$ _____
Option Year (2018-2019)	\$ _____	\$ _____	\$ _____
3.2	High Cube – 8' Wide x 9'6" High x 20' Length Minimum 21,000 kg Load Weight, 24,000 kg Gross Weight		
Year 1 (2016-2017)	\$ _____	\$ _____	\$ _____
Year 2 (2017-2018)	\$ _____	\$ _____	\$ _____
Option Year (2018-2019)	\$ _____	\$ _____	\$ _____
3.3	Standard – 8' Wide x 8'6" High x 40' Length Minimum 26,000 kg Load Weight, 30,000 kg Gross Weight		
Year 1 (2016-2017)	\$ _____	\$ _____	\$ _____
Year 2 (2017-2018)	\$ _____	\$ _____	\$ _____
Option Year (2018-2019)	\$ _____	\$ _____	\$ _____
3.4	High Cube – 8' Wide x 9'6" High x 40' Length Minimum 26,000 kg Load Weight, 30,000 kg Gross Weight		
Year 1 (2016-2017)	\$ _____	\$ _____	\$ _____
Year 2 (2017-2018)	\$ _____	\$ _____	\$ _____
Option Year (2018-2019)	\$ _____	\$ _____	\$ _____
Shipping Container - Unheated			
3.5	High Cube – 8' Wide x 9'6" High x 20' Length Minimum 21,000 kg Load Weight, 24,000 kg Gross Weight		
Year 1 (2016-2017)	\$ _____	\$ _____	\$ _____
Year 2 (2017-2018)	\$ _____	\$ _____	\$ _____
Option Year (2018-2019)	\$ _____	\$ _____	\$ _____
3.6	High Cube – 8' Wide x 9'6" High x 40' Length Minimum 26,000 kg Load Weight, 30,000 kg Gross Weight		

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Year 1 (2016-2017)	\$ _____	\$ _____	\$ _____
Year 2 (2017-2018)	\$ _____	\$ _____	\$ _____
Option Year (2018-2019)	\$ _____	\$ _____	\$ _____

Option to Purchase

The Contractor grants to Canada the option to purchase any or all of the leased products at any time during the rental period. In this event, _____ (**offeror to provide**) percent (%) of the rental paid will be credited at the time of purchase up to a maximum of _____ (**offeror to provide**) percent (%) of the unit purchase price detailed above for the applicable item.

Canada may exercise this option at any time by sending a written notice to the Contractor at least *thirty* (30) calendar days before the Contract expiry date. This option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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ANNEX C to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX D – INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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

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- n. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice 234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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ANNEX E – REPORTING REQUIREMENTS

Note that if no call-ups have been made within a reporting period, a “Null” report must be submitted.

Standing Offer Number: W2B03-170101				
Reporting Period: _____				
Call-up #	Type & Number of Unit(s) Rented	# Months Rented	Pickup / Delivery Costs (if applicable)	Total Cost
Total Cost for the period (pre-tax)				
Total Number of Call-ups				

Contractor's Representative

Signature

Date