



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage

Montréal

Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

**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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest

7^{ème} étage

Montréal

Québec

H5A 1L6

Title - Sujet Rental of Generators/Heaters/Lights	
Solicitation No. - N° de l'invitation W0106-15B008/B	Date 2016-11-30
Client Reference No. - N° de référence du client W0106-15B008	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-060-14140
File No. - N° de dossier MTA-6-39005 (060)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-01-11	
Time Zone Fuseau horaire Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Brunet, Luc	Buyer Id - Id de l'acheteur mta060
Telephone No. - N° de téléphone (514)496-3370 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE 5e Bataillon de service du Canada Cie d'approv.-Édifce 188,Salle 152 Garnison Valcartier Courcellette, Québec G0A4Z0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39005

Buyer ID - Id de l'acheteur
MTA060
CCC No./N° CCC - FMS No./N° VME

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This request for standing offers (RFSO) cancels and supersedes previous RFSO number W0106-15B008/A dated September 1st 2016 with a closing date of October 12th at 14:00 Eastern Daylight Time (EDT)

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 Security, Financial and 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, Mandatory Criteria for Technical Evaluation, the Electronic Payment Instruments, a request for the complete list of Administration as part of the Integrity Certification requirements and an example of the Quarterly Reports requested.

1.2 Summary

- 1.2.1 Request for a Regional Individual Standing Offer (RISO) for the rental upon request of construction equipment such as generators, heaters and light tower kits for the Department of National Defense (DND) located in Quebec, Montreal and Saint-Jean-sur-Richelieu, Quebec, as described in Annex «A» attached.

The resulting Standing Offer will be valid for a period of two (2) years from the date that the SO is issued and will include a right for Canada to authorize an additional period of one year.

The supplier will be selected following an evaluation based on mandatory technical evaluation criteria and financial evaluation criteria.

1.2.2 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) as well as the Free Trade Agreement with Free Trade Agreement with Columbia, the Free Trade Agreement with Panama and the Free Trade Agreement with Peru.

1.3 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

1.4 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.

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

Delete: 60 days
Insert: 120 days

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.

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 Quebec

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 (See Annex A and Annex C attached)

- a) In their technical offer, Offerors must provide the necessary descriptive and technical documents for the proposed equipment and services and they must demonstrate how all the equipment will meet the technical specifications listed in Annex A attached.
- b) Offerors must complete the mandatory and technical evaluation criteria grid at Annex C attached, by checking the block against each criteria whether compliant or not and provide the necessary documentation to evaluate and then confirm and support each claim. Responses consisting of a simple statement of compliance or lacking supporting documentation will be deemed unacceptable;

Section II: Financial Offer (See Annex B attached)

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

3.1.1 Electronic Payment of Invoices – Offer (See Annex D attached)

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

If Annex “D” 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

- a) Acceptance of the conditions established in the Request for Standing Offer;
- b) Compliance with the work and equipment requirement description provided at Annex A;
- c) It is mandatory to provide technical/descriptive documentation for your proposed services and products in order to permit their evaluation. Failure to do so will render your offer inadmissible.

4.1.1.1 Mandatory Technical Criteria

- a) Offerors must provide descriptive and technical documents of equipment and services, demonstrating that they meet all of the technical and evaluation criteria listed in the grid at Annex C
- b) Offerors must complete the grid in Annex C by checking the compliance block against each requirement and indicate where the information supporting their claims, can be found in their descriptive and technical documentation;
- c) Offerors may reference another part of their offer if it was already referenced before

4.1.2 Financial Evaluation

- 1- Compliance with Annex B - Basis of Payment
- 2- Offerors must offer firm prices for urgent deliveries according to Daily, Weekly and Monthly requirements and firm, all-inclusive rental rates for each type of equipment requested according to Daily, Weekly and Monthly requirement in the price grid at Annex B;
- 3- The financial evaluation of the most cost-effective proposals will be based on lowest total estimated costs of all items multiplied by the estimated quantities per year for each region mentioned, during the firm period of the Standing Offer and the Option year (refer to Annex B and Price Grid)

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

4.2 Basis of Selection

4.2.1 SACC Manual Clause [M0031T](#) (2007-05-25), Basis of Selection - Mandatory Technical Criteria Only

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 (Refer to Annex E attached)

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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

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 (see Annex F attached)

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 "F". 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 by email, on a quarterly basis to the Standing Offer Authority:

luc.brunet@tpsgc-pwgsc.gc.ca

The quarterly reporting periods are defined as follows:

- 1st quarter: November 1st to January 31st;
- 2nd quarter: February 1st to April 30th;
- 3rd quarter: May 1st to July 31st;
- 4th quarter: August 1st to October 31st.

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Buyer ID - Id de l'acheteur
MTA060
CCC No./N° CCC - FMS No./N° VME

The data must be submitted to the Standing Offer Authority no later than 15 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 against the Standing Offer is from the date the Standing Offer is issued and for a firm period of two years and during one (1) Option Year

7.4.2 Extension of Standing Offer

SACC Manual Clause [M9014C](#) (2008-05-12), 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 the end of the second year, 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 90 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 section **6.0 Transportation of Annex "A"** Statement of Work.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Luc Brunet
Title: Supply Specialist,
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Acquisitions Branch - Purchasing and Supply
Address: Place Bonaventure 800, rue De La Gauchetière Ouest,
bureau 7300 Montréal (Québec) H5A 1L6
Telephone: 514- 496-3370
Facsimile: 514- 496-3822
E-mail address: Luc.Brunet@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

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W0106-15-B008

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39005

Buyer ID - Id de l'acheteur
MTA060
CCC No./N° CCC - FMS No./N° VME

The Project Authority for the Standing Offer is:
(Will be completed upon issuance of Standing Offer)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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 Customer Billing Contact
(Will be completed upon issuance of Standing Offer)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

7.5.4 Offeror's Representative
(Will be completed upon issuance of Standing Offer)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The authorized users will be identified in the Standing Offer

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, etc.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

7.9 Financial Limitation

(Will be completed when Standing Offer is issued)

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 three (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.

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 D, Electronic payment instruments;
- k) Annex F, Quarterly Report;
- l) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____"*)

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 (See Annex A attached)

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

And

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

7.2 Standard Clauses and Conditions

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

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.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery 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 - Firm Price, Firm Unit Price(s) or Firm Lot Price(s) (See Annex B attached)

*(Will be completed upon issuance of Standing Offer)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid *firm unit prices, 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

7.5.2 SACC Manual Clauses [H1000C](#) (2008-05-12), Single Payment

7.5.3 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

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 copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 Insurance

7.7.1 SACC Manual clause [G1005C](#) (2016-01-28) Insurance No Specific Requirement

7.8 SACC Manual Clause

[A9062C](#) (2011-05-16), Canadian Forces Site Regulations
[A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)
[A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)
[C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor
[D0018C](#) (2007-11-30), Delivery and Unloading

ANNEX A – STATEMENT OF WORK

1.0 INTRODUCTION

The Department of National Defence (DND) requires equipment rental services for such equipment as generators, heaters and light towers for use on construction sites, on request and as needed.

2.0 BACKGROUND

Each year, DND units and brigades organize training exercises on or off DND bases and garrisons, and use, on request and as needed, various items of construction equipment rented during these exercises.

3.0 OBJECTIVE

The contractor shall deliver the requested equipment to the DND sites on a regular schedule or on an urgent basis.

4.0 TASKS

4.1 Services required and equipment to be rented

- 4.1.1 The selected offeror shall be able to supply all of the equipment in accordance with the minimum technical specifications stated herein.
- 4.1.2 Rental services shall include labour for two-way transportation and unloading of the equipment, repair or replacement of the rented equipment, and the material needed to execute these tasks.
- 4.1.3 The offeror shall supply the user's guides and manuals, and all other documentation necessary for the proper and safe use of the equipment.
- 4.1.4 Repair or replacement services for the rented equipment shall be provided at the locations mentioned at section 6.0, TRANSPORTATION.

4.2 Lists of equipment to be rented

4.2.1 GENERATORS

Categories	Technical specifications
Type 1: 2 kW or equivalent	<ul style="list-style-type: none"> - Portable model - 15 amp output - Cable at least 50 metres long able to handle 100% of the rented generator's load's load
Type 2: 5 kW or equivalent	<ul style="list-style-type: none"> - Wheel-mounted model or one with a handle - Terminal or outlet - Output of 15 amperes per phase - Cable at least 50 metres long able to handle 100% of the rented generator's load
Type 3: 10 kW or equivalent	<ul style="list-style-type: none"> - Wheel-mounted model - Terminals L0, L1, L2 and L3 - Output of 15 amperes per phase - Cable at least 50 metres long able to handle 100% of the rented generator's load
Type 4: 30 kW or equivalent	<ul style="list-style-type: none"> - Trailer-mounted model - 1-phase/3-phase output selector - Terminals L0, L1, L2 and L3 - Output of 50-60 amperes per phase - Cable at least 50 metres long able to handle 100% of the rented generator's load
Type 5: 60 kW and over, or equivalent	<ul style="list-style-type: none"> - Trailer-mounted model - 1-phase/3-phase output selector - Terminals L0, L1, L2 and L3 - Output of 100 amperes per phase - Cable at least 50 metres long able to handle 100% of the rented generator's load

4.2.2 HEATERS

Categories	Technical specifications
Type 1: 175,000 BTU	<ul style="list-style-type: none"> - Diesel fuel or oil; - Tank capacity at least 40 gallons (151 litres); - The fuel tank shall be delivered full and will be returned full as well, unless otherwise stated by the user;
Type 2: 350,000 BTU to 400,000 BTU	<ul style="list-style-type: none"> - Heater rentals shall include: two (2) flexible air hoses at least 12 feet in length and 10 to 12 inches in diameter, one (1) thermostat, one (1) electric cable (extension cord) for outside use measuring 7 metres (25 feet) long, and a holding basin for fuel leaks; - Circuit breaker; - Heating system with 2 air outlets, 10 to 12 inches in diameter; - Electrical characteristics: 115 V, 60 Hz, 15 amp.

4.2.3 INDUSTRIAL LIGHT TOWERS

Categories	Technical specifications
Type 1: 1000 W	<ul style="list-style-type: none"> - Running on electricity or diesel; - Shall be delivered full and will be returned full as well, unless otherwise stated by the user; - One generator with a capacity of at least 4 kW; - A control panel with an independent switch for each light; - A telescopic mast at least 7.5 m tall with a manual winch and movable head.
Type 2: 4000 W	<ul style="list-style-type: none"> - Trailer-mounted model; - Running on diesel;

	<ul style="list-style-type: none">- Tank capacity at least 25 gallons (95 litres) and shall be delivered full and will be returned full as well, unless otherwise stated by the user;- One generator with a capacity of at least 6 kW;- A control panel with an independent switch for each light;- A telescopic mast at least 9 m tall with a manual winch and movable head.
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4.2.4 ELECTRICAL CABLES (EXTENSION CORDS)

Categories	Technical specifications
Type 1: 15 meter (50 feet)	SJOOW Cable (ultra heavy-duty rubber sheath) 14/3
Type 2: 30 meter (100 feet)	SJOOW Cable (ultra heavy-duty rubber sheath) 12/3

5.0 LIMITATIONS AND CONSTRAINTS

5.1 Availability

On receipt of a call-up against a standing order, the offeror shall deliver the equipment ordered within 48 hours (2 working days).

- a) Orders marked as urgent shall be delivered within 24 hours (1 working day).
- b) Repair/replacement of rental equipment: one day (24 hours) following a call from the DND representative.

NOTE: The DND representative shall indicate to the offeror, in the call-up, whether or not the request is urgent, and is to be invoiced accordingly.

5.2 Equipment provided by the offeror

The offeror shall ensure that all equipment is recent (less than 5 years old) at the time of rental. Equipment must be delivered in working order and safe condition, ready for use. A DND representative will inspect and accept the equipment on delivery.

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6.0 TRANSPORTATION

The offeror shall provide two-way equipment transportation and loading and unloading services at the locations indicated below.

Equipment shall be delivered to the following addresses:

Quebec City:

2nd Canadian Division Support Base Valcartier
Various buildings
Courcelette, QC
G0A 4Z0

Montreal:

Longue-Pointe Garrison
Building 7 South – Mat Sup Mtl
6769 Notre-Dame Street East
Montreal, QC
H1N 2R9

Saint-Jean-sur-Richelieu:

Saint-Jean Garrison
Hangar H-103 Mat Sup St-J
25 Grand-Bernier Road South
Saint-Jean-sur-Richelieu QC
J0X 1R0

ANNEX B – BASIS OF PAYMENT

B1. Firm Rental rates for the first period of two (2) years

Write in the attached Price Grid, the rates (including any discount) for the rental of the listed equipment.

Rates shall include fees from all sources attributable to maintenance and repair of the rental items provided, as well as transportation, loading and unloading at the sites of the garrisons specified.

B2. Rates

The offeror shall provide daily, weekly and monthly rates for all of the equipment and daily, weekly and monthly rates for urgent orders. Boxes in the price grid that are left empty will be evaluated as 0\$

B3. Rental rates for the option year

Submit on the attached Price Grid, the rates (including any discount) for the rental of the equipment listed for the option year.

Rates shall include fees from all sources attributable to the maintenance and repair of the rental items provided, as well as transportation, loading and unloading at the sites of the garrisons specified.

B4. Application of rental rates

Calculation of the rental amount will commence on the date on which the equipment is delivered to the location specified at the time of the request. Calculation will end when the offeror is informed that the equipment is no longer required.

Rate	Definition
Daily	Price applicable to a period of 24 hours or less
Weekly	Price applicable to a period of 7 days
Monthly	Price applicable to a period of 30 days, regardless of month (e.g. October 10 to November 9 (31 days) = 1 month + 1 day)

Periods not completed will be calculated on a pro rata basis, as follows:

B5. Rates for incomplete periods

(Number of weeks x weekly rate) + the lower of (number of additional days x daily rate) AND (weekly rate)

ANNEX B - Price Grid
Request W0106-15B008

Description	Qty estimated/year by region	Period per region	Rate per item		
			Daily	Weekly	Monthly
1. Generator 2KW	Montreal 3	1st year			
		2nd year			
		Option year			
	St-Jean 3	1st year			
		2nd year			
		Option year			
	Valcartier 10	1st year			
		2nd year			
		Option year			
2. Generator 5KW	Montreal 3	1st year			
		2nd year			
		Option year			
	St-Jean 3	1st year			
		2nd year			
		Option year			
	Valcartier 45	1st year			
		2nd year			
		Option year			
3. Generator 10KW	Montreal 3	1st year			
		2nd year			
		Option year			
	St-Jean 3	1st year			
		2nd year			
		Option year			
	Valcartier 5	1st year			
		2nd year			
		Option year			
4. Generator 30KW	Montreal 5	1st year			
		2nd year			
		Option year			
	St-Jean 5	1st year			
		2nd year			
		Option year			
	Valcartier	1st year			

	30	2nd year			
		Option year			
5. Generator 60KW	Montreal 7	1st year			
		2nd year			
		Option year			
	St-Jean 8	1st year			
		2nd year			
		Option year			
	Valcartier 25	1st year			
		2nd year			
		Option year			
6. Diesel or oil Heater 175 000BTU	Montreal 3	1st year			
		2nd year			
		Option year			
	St-Jean 3	1st year			
		2nd year			
		Option year			
	Valcartier 25	1st year			
		2nd year			
		Option year			
7. Diesel or oil Heater 350 000BTU	Montreal 15	1st year			
		2nd year			
		Option year			
	St-Jean 15	1st year			
		2nd year			
		Option year			
	Valcartier 300	1st year			
		2nd year			
		Option year			
8. Industrial Lighting Towers 1000W	Montreal 5	1st year			
		2nd year			
		Option year			
	St-Jean 5	1st year			
		2nd year			
		Option year			
	Valcartier 100	1st year			
		2nd year			
		Option year			

9. Industrial Lighting Towers 4000W on a trailer	Montreal 3	1st year			
		2nd year			
		Option year			
	St-Jean 3	1st year			
		2nd year			
		Option year			
	Valcartier 15	1st year			
		2nd year			
		Option year			
10. Extension cord - 50 feet	Montreal 3	1st year			
		2nd year			
		Option year			
	St-Jean 3	1st year			
		2nd year			
		Option year			
	Valcartier 20	1st year			
		2nd year			
		Option year			
11. Extension cord - 100 feet	Montreal 3	1st year			
		2nd year			
		Option year			
	St-Jean 3	1st year			
		2nd year			
		Option year			
	Valcartier 5	1st year			
		2nd year			
		Option year			
12. Fixed additionnal amout for urgent delivery (24 hrs max)	Montreal 1	1st year			
		2nd year			
		Option year			
	St-Jean 1	1st year			
		2nd year			
		Option year			
	Valcartier 1	1st year			
		2nd year			
		Option year			

*Note: The offeror shall provide daily, weekly and monthly rental rates for all of the equipment, as well as a flat daily, weekly and monthly fee that is additional for urgent orders and deliveries.

* The prices must not include applicable taxes.

ANNEX C – MANDATORY CRITERIA FOR TECHNICAL EVALUATION

C1. CRITERIA GRID

All of the criteria identified below are mandatory for the evaluation. It is the offeror’s responsibility to show, with additional documentation or in the “Supplier’s reference” column below, how each of the mandatory technical criteria are met or exceeded for each item listed

It is mandatory to include all necessary relevant documents when submitting a bid. The technical bid must clearly address, in sufficient depth with the items covered under each of the mandatory technical criteria set out in this section, upon which basis the bid will be evaluated.

Mandatory technical criteria for the evaluation of all generators	Compliance	Non compliance	Supplier’s reference Please show how each of the following mandatory technical criteria is met or exceeded.
1) Generators must have enough fuel to run for 24 hours at 75% maximum load			
2) Liquid-cooled diesel motor for generators over 5 kW			
3) Stop and start capacity using an automatic transfer switch;			
4) Frequency 60 Hz, 3 phases			
Mandatory technical criterion for the evaluation of all heaters	Compliance	Non compliance	
5) The heating system must be able to be moved by hand or with a forklift. Maximum dimensions: 5' x 3' x 3'			
Mandatory technical criterion for the evaluation all light towers	Compliance	Non compliance	
6) The tank or reservoir capacity must be at least 25 gallons (95 litres)			

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ANNEX D: 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);

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ANNEX E: COMPLETE LIST OF ADMINISTRATION

NOTICE TO OFFERORS

***PLEASE ENTER THE NAME, SURNAME OF ADMINISTRATION PERSONNEL
PLEASE ENTER IN PRINT***

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ANNEX F: QUARTERLY REPORT (EXAMPLE ONLY)

QUARTERLY REPORT – (example of reports)					
First quarter : November 2016 to January 2017					
No. RFSO	Name of business	Department	Number of orders	Total value of quarter	Total value