

**RETURN BIDS TO:**  
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**Bid Receiving - PWGSC / Réception des soumissions - TPSGC**

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Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau**

**Québec  
K1A 0S5**

**Bid Fax: (819) 997-9776**

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

## National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

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**

Industrial Vehicles & Machinery Products Division  
LEFTD - HS Division  
140, O'Connor Street/  
140, rue O'Connor,  
East Tower, 4th Floor/  
Tour Est, 4e étage  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Drug Dog Vehicle Inserts	
<b>Solicitation No. - N° de l'invitation</b> 21120-195795/A	<b>Date</b> 2019-02-14
<b>Client Reference No. - N° de référence du client</b> 3005795	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HS-652-76456
<b>File No. - N° de dossier</b> hs652.21120-195795	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-03-27</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lafontaine, Raphael	<b>Buyer Id - Id de l'acheteur</b> hs652
<b>Telephone No. - N° de téléphone</b> (613)296-5030 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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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 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Annex A - Requirement, the Annex B- Pricing, the Annexe C - Electronic Payment Instruments and the Annex D - List of Dealers/Installation Facilities.

### **1.2 Summary**

This requirement is to establish a National Individual Standing Offer (NISO) for the Correctional Service Canada for the purchase and installation of Drug Dog Vehicle (DDV) inserts in accordance with Annex A-Statement of Work.

This requirement will be for an initial period of one (1) year from the effective date of the NISO with an option to extend the offer for two (2) options of one (1) year each under the same terms and conditions.

Offerors do not have to submit an offer for all Regions. However, Offerors submitting an offer for any one Region must submit an offer for all years (including option years). For example, an Offeror submitting an offer for Region A must submit an offer for all years of Region A described in Annex A -Statement of Work.

In reference to the statement of work, the offerors must contact the Standing Offer authority in order to obtain an electronic copy of the specific features for the Police Interceptor Utility.

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), Canada-European

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Union Comprehensive Economic and Trade Agreement (CETA) and the Canadian Free Trade Agreement (CFTA).

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **1.3 Security Requirements**

There is 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.

### **1.5 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 6.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## **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](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 90 days

### **2.2 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 in the RFSO.

### **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### **2.4 Applicable Laws**

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

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.

### **2.5 Improvement of Requirement During Solicitation Period**

Should Offerors consider that the Statement of Work contained in the RFSO could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the RFSO. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least

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**seven (7) calendar days** before the RFSO closing date and time. Canada will have the right to accept or reject any or all suggestions.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

- Section I: Technical Offer
- Section II: Financial Offer
- Section III: Certifications
- Section IV: Additional Information

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its 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)
- Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

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

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



## **Section I: Technical Offer**

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

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B - Pricing.



### **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 Risk Mitigation**

1. The Offeror may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Offeror claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Offeror must submit form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Offeror must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#) , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Offeror will not be accepted for the purposes of this exchange rate fluctuation provision.

## **Section III: Certifications**

Offerors must submit the certifications and additional information required under Part 5.

## **Section IV: Additional Information**

### **3.1.3 Delivery**

While delivery of the equipment/vehicle is requested within fifteen (15) calendar days after receipt of a call-up against the Standing Offer, Offerors are requested to provide the best delivery that can be offer as follows:

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Region A - within \_\_\_\_\_ calendar days from receipt of a call-up against the Standing Offer

Region B - within \_\_\_\_\_ calendar days from receipt of a call-up against the Standing Offer

Region C - within \_\_\_\_\_ calendar days from receipt of a call-up against the Standing Offer

## 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

Offers must be completed in full and provide all technical information requested in the Request for Standing Offer by the offer closing date and time to enable a full and complete evaluation.

##### 4.1.1.1.1 Mandatory Offeror and Subcontractor Experience

Offerors submitting an offer for Region A must demonstrate they have at least one (1) year of experience in providing installation services for Drug Dog Vehicle (DDV) inserts within the last three (3) years before the closing date of the Request for Standing Offer.

Offerors submitting an offer for Region B must demonstrate they have at least one (1) years of experience in providing installation services for Drug Dog Vehicle (DDV) inserts within the last three (3) years before the closing date of the Request for Standing Offer.

Offerors submitting an offer for Region C must demonstrate they have at least one (1) year of experience in providing installation services for Drug Dog Vehicle (DDV) inserts within the last three (3) years before the closing date of the Request for Standing Offer.

##### 4.1.1.1.2 Mandatory List of Dealers/Installation Facilities

The following information must be provided with the offer for all Regions for which Offerors are submitting an Offer:

Offerors must complete Annex D - List of Dealers/Installation Facilities in full. Offerors must identify at least one (1) Dealer/Installation Facility per location in Annex D - List of Dealers/Installation Facilities;

##### 4.1.1.1.3 Mandatory Technical Evaluation Criteria

The Offerors must provide documentation and demonstrate in the offer that their proposed Drug Dog Vehicle (DDV) inserts meets each and every criteria. Failure to provide supporting documentation may result in the offer being deemed non-responsive.

#	Mandatory Criteria	Offerors Response
		Demonstrated and identified supporting documentation (Offerors to insert data and page number)
M1	Inserts must be fabricated out of heavy-Duty aluminum grade 5052 (minimum 1.25 thickness) and white powder coated finish.	
M2	Kennel Fan must monitors and alerts for hot and cold temperatures.	

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Evaluation Criteria**

The price of the bid must be in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra.

#### **4.2 Basis of Selection**

An offer must comply with all the requirements of the Request for Standing Offer including the mandatory technical and financial evaluation criteria to be declared responsive.

The responsive offer with the **lowest aggregate evaluated price for Region A** will be recommended for issuance of a standing offer.

The responsive offer with the **lowest aggregate evaluated price for Region B** will be recommended for issuance of a standing offer.

The responsive offer with the **lowest aggregate evaluated price for Region C** will be recommended for issuance of a standing offer.

A maximum of three (3) responsive offers will be recommended for issuance of a Standing Offer.

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## 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

#### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

##### 5.2.3.1 Equivalent Products and Substitute Products Conformance Certification

The Bidder certifies that all Equivalent Products and Substitute Products proposed conform to the requirement detailed under the "Line Item Detail".

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This certification does not relieve the bid from meeting the requirement detailed in Part 3, Section I, Equivalent Products and Substitute Products.

\_\_\_\_\_  
Offeror's authorized representative Signature      Date

#### 5.2.3.2 General Environmental Criteria Certification

The Offeror must select and complete one of the following two certification statements.

- A) The Offeror certifies that the Offeror is registered or meets ISO 14001.

\_\_\_\_\_  
Offerors' Authorized Representative Signature      Date

**Or**

- B) The Offeror certifies that the Offeror meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Offeror must indicate which four (4) criteria, as a minimum, are met.

<b>Green Practices within the Offerors' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Offerors' Authorized Representative Signature      Date

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### **5.2.3.3 Dealer/Installation Facility Certification**

The Offeror certifies that all Dealers/Installation facilities are authorized by the Original Equipment Manufacturer to provide and install the equipment offered.

\_\_\_\_\_  
Offeror's authorized representative signature

\_\_\_\_\_  
Date

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 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.

##### 6.2.1 General Conditions

**2005** (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 6.2.2 Standing Offers Reporting

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

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. 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 electronically on a quarterly basis to the Standing Offer Authority.

The Quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31;  
4th quarter: January 1 to March 31.

The reporting requirements includes, but is not limited to, the following information:

- 1a. Standing Offer Number;
- 1b. Standing Offer Title;
- 1c. Authorized Users
- 1d. Call-up number
- 1e. Invoice date and number
- 1f. Region of Delivery
- 1g. Reporting Period (Quarter and Per Fiscal Year);
- 1h. Total Number of Orders and associated value (Applicable taxes included) for the Reporting Period (Quarter);
- 1i. Total Number of Orders and associated value (Applicable taxes included) (Per Fiscal Year);
- 1j. Total Number of Orders and associated value (Applicable taxes included) (For the duration of the Standing Offer)
  
- 2a. Item number;
- 2b. Total Number of Item ordered (Per Quarter and Per Fiscal Year);
- 2c. Total Number of Item ordered (Per Region of Delivery);



2d. Total Number of Item ordered (Per Identified user);

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

### **6.2.3 Standing Offers - Final Usage Report**

On completion or termination of the Standing Offer, the Offeror must produce a detailed final usage report with all cumulative data of the call-ups. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically in a Microsoft Excel format to the Standing Offer Authority, no later than fifteen (15) calendar days after the end of the completion or the set aside of the Standing Offer

## **6.3 Term of Standing Offer**

### **6.3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from the issuance of the Standing Offer to **(to be inserted by PWGSC)**.

### **6.3.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional of two (2) periods of one (1) 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 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.

## **6.4 Authorities**

### **6.4.1 Standing Offer Authority**

The Standing Offer Authority is:

Raphael Lafontaine  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
HS Division  
L'Esplanade Laurier (LEL) East Tower, 4th floor  
140, O'Connor Street, Ottawa (Ontario) K1A 0S5  
Telephone: (613) 296-5030  
E-mail address: raphael.lafontaine@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.

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#### 6.4.2 Procurement Authority

The Procurement Authority for the Standing Offer is:

Name: **(To be inserted by PWGSC)**

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Standing Offer. The Contractor may discuss administrative matters identified in the Standing Offer with the Procurement Authority; however, the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a standing offer amendment issued by the Standing Offer Authority.

#### 6.4.2 Technical Authority

The Technical Authority for the Standing Offer is:

Name: **(To be inserted by PWGSC)**

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a standing offer amendment issued by the Standing Offer Authority.

#### 6.4.3 Offeror's Representative

##### General Enquiries

Name: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

##### Delivery follow-up

Name: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### 6.5 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **to be inserted by PWGSC** or its authorized representative.

## 6.6 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 6.7 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included). All individual call-ups against the Standing Offer exceeding \$40,000.00 (Applicable taxes included) will be forwarded to PWGSC for authorization.

## 6.8 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](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- e) the general conditions 2010A (2018-06-21) General Conditions - Goods (Medium Complexity);
- f) Annex A, Requirement;
- g) Annex B, Pricing;
- h) Annex D, List of Dealers/Installation Facilities
- i) the Offeror's offer dated **(to be inserted by PWGSC)** as amended **(to be inserted by PWGSC)**.

## **6.9 Certifications and Additional Information**

### **6.9.1 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.

### **6.10 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 Ontario.

### **6.11 Dealers/Installation Facilities**

The Dealers/Installation Facilities are listed at Annex D - List of Dealers/Installation Facilities. During the period of the Standing Offer, the Offeror must maintain an up-to-date list and provide a copy of the updated list electronically to the Standing Offer Authority when changes occur. The Dealers/Installation Facilities must have the facilities and manpower required to perform all work identified in the Statement of Work.

During the period of the Standing Offer, the Offeror must replace a Dealers/Installation Facility which can no longer perform the work identified in the SOW and in accordance with the terms of the Standing Offer.

### **6.12 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

### **6.13 Meeting after Issuance of Standing Offer**

Within ten (10) calendar days from the effective date of the Standing Offer, the Offeror must contact the Standing Offer Authority to determine if a meeting is required after the issuance of the Standing Offer. A meeting will be convened at Canada's discretion to review the procedures for making call-ups, the technical and contractual requirements. The Offeror must prepare and distribute the minutes of the meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence, Public Works and Government Services Canada and other federal government departments as required.

## B. RESULTING CONTRACT CLAUSES

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

### 6.1 Requirement

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

### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

2010A (2018-06-21) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract

#### At section 08, Inspection and Acceptance of the Work

Delete paragraph 1 in its entirety and replace with the following:

1. All the Work is subject to inspection and acceptance by Canada at destination by the consignee. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### 6.2.2 SACC Manual Clauses

SACC Reference	Title	Date
C3015C	Exchange Rate Fluctuation Adjustment	2017-08-17
C6000C	Limitation of Price	2017-08-17
H1001C	Multiple Payments	2008-05-12

### 6.3. Delivery Date

The delivery must be as follows:

The requirement exists for Canada to inspect the first manufactured Drug Dog Vehicle inserts off the production run (hereby referred to as "first off inspection") at the Contractor's production facility, to ensure adherence to the technical requirements contained in the Statement of Work. Canada reserves the right to designate a person or persons to undertake the first off inspection.

The Contractor is required to contact the Standing Offer Authority in writing when the product will be ready for inspection and delivery.

Region A - within **(to be inserted by PWGSC)** calendar days from receipt of a call-up against the Standing Offer

Region B - within **(to be inserted by PWGSC)** calendar days from receipt of a call-up against the Standing Offer

Region C - within **(to be inserted by PWGSC)** calendar days from receipt of a call-up against the Standing Offer

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## **6.4 Basis of Payment**

### **6.4.1 Initial Period**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, for all items, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian customs duties and excise taxes, where Applicable Taxes extra, in accordance with Annex B – Pricing.

## **6.5 Electronic Payment of Invoices – Call-up**

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);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## **6.6 Invoicing**

### **6.6.1 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.
4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.
5. Each invoice must be supported by:
  - (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
7. Invoices must be distributed as follows:
  - (a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled “Authorities” of the Contract for acceptance and payment.
  - (b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled “Authorities” of the Contract.
  - (c) One (1) copy must be forwarded to the consignee.

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#### **6.7 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
A1009C	Work Sites Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
G1005C	Insurance	2016-01-28

#### **6.8 Preparation for Delivery**

The equipment shall be serviced, adjusted and delivered in condition for immediate use. The interior and exterior of the vehicles must be returned in the same condition when it arrives at the delivery destination as when it was taken picked up by the Contractor.

#### **6.9 Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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## **ANNEX "A" – REQUIREMENT**

### **Statement of Work (SOW) For Drug Dog Vehicles (DDV) inserts**

#### **1.0 Scope**

##### **1.1 Purpose**

The purpose of this statement of work is to define the scope and requirements for the provision and installation of Drug Dog Vehicles (DDV) inserts.

##### **1.2 Background**

Canada has the requirement to provide and install Drug Dog Vehicle inserts in a Ford Utility interceptor vehicle (Please contact the standing offer authority for the a copy of the specifications of the vehicle)

##### **1.3 Applicable Documents**

The following documents form part of this statement of work to the extent specified herein, and are supportive of this statement of work when referenced; any other documents are to be considered supplemental information only. In the event of a conflict between the documents and the contents of this statement of work, then the contents of this statement of work must take precedence.

Canada Motor Vehicle Safety Standards (CMVSS)  
International Standards Council of Canada  
Safety Act and Regulations  
Standardization Branch, 350 Sparks Street  
Suite 1200, Ottawa, Canada, K1P 6N7  
[www.tc.gc.ca](http://www.tc.gc.ca)

#### **2.0 REQUIREMENTS:**

##### **2.1 General**

- a) The contractor must provide and install Drug Dog Vehicle (DDV) inserts and ancillary items in accordance with section 2.3 and 2.4.
- b) The Contractor must provide and install the DDV inserts in accordance with the following stream and as identified in the call-up against the Standing Offer:
  - a. Installation services must be at Contractor's facility and the Identified User will deliver and pick up the vehicle(s).
- c) Upon completion of the first installations, the Contractor must notify the inspection authority that the work is ready for inspection, and arrange for an inspection date/time at their facility;
- d) Upon completion of the inspection, the Contractor must rectify any flaws or omissions noted by the authorized unit representative. Canada reserves the right to request a second inspection at their discretion in the case of any major flaws or omissions;
- e) Any modification performed on any vehicle must not render the vehicle illegal to operate on Canadian roadways in accordance with the CMVSS.



## 2.2 Facility

(a) The Contractor must have the capacity and facility to work on two (2) or more vehicles at a time and have adequate storage space for at least an additional two (2) vehicles at any time.

## 2.3 Inserts:

The Drug Dog Vehicle (DDV) inserts must:

- (a) Have one front sliding door, aluminum fold-down interior window guards and door panels
- (b) Have a front entry door opening with a minimum dimension of 14"(36cm) wide x 28"(71cm) high.
- (c) Be fabricated out of Heavy-Duty aluminum (Minimum 1.25 grade) and white powder coated finish.
- (d) Have inside nominal dimensions of 28"(71cm) deep by 60"(152cm) wide by 36"(91cm) high.
- (e) Have a side entry opening minimum dimensions of 22"(56cm) wide x 32"(81cm) high.
- (f) Include rubber mat easy to clean with a minimum thickness of 3/16" (0.5cm).
- (g) The Kenel design must allow the driver seat to slide all the way rearward.
- (h) Include rustproof structural support mount brackets that attach to all Original Equipment Manufacturer (OEM) mounting points. These must comply with the National Safety Standards
- (i) Have a rear cargo space behind the vehicle insert to rear doorsill trim of vehicle standard wide X a minimum of 42"(107cm) long.

## 2.4 Kennel Fan/ heater control/ alarm:

(a) The emergency exhaust fan and alarm mounted kit for window guard must include:

- 1. Dual window drop module
- 2. Dual temperature sensors
- 3. Monitors and alerts for hot and cold temperatures
- 4. Temperature accuracy 1°F or less
- 5. Full alphanumeric LCD display
- 6. Comprehensive status reports
- 7. Battery failure alarm (before the battery runs out)
- 8. System failure alarms
- 9. Remote pager
- 10. 10" Fan package
- 11. Fan guard included
- 12. Carbon Monoxide Detector included

(b) The Window Guards must include bolt on flat panels for emergency exhaust fan mounting.

(c) The window guard kit must include a pattern of holes that will prevent finger injuries but will allow seeing through.

(d) The rear bulkhead must include one (1) each mounting locations for two (2) emergency exhaust fans.

## 3.0 SERVICE:

a) The Contractor must be able to install the inserts with all components mentioned above in vehicles in at least 1 location from the three regions below:

- i) One location in the Atlantic region: Newfoundland and Labrador, Prince Edward Island, Nova Scotia and New Brunswick.
- ii) One location in Central Canada: Quebec and Ontario.
- iii) One location Prairie Provinces and West Coast: Manitoba, Saskatchewan, Alberta and British Columbia.

b) The products, parts and services must include a 24 months warranty.

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#### **4.0 MANUALS**

The Contractor must provide with each DDV inserts:

- (a) One (1) hard copy (and one (1) electronic copy) of the installation manual, in English (and French), for all equipment installed; and
- (b) One (1) hard copy (and one (1) electronic copy) of the owners and/or user's manual, in English (and French), for all equipment installed.

## ANNEX "B"

### PRICING

<b>Region A - Atlantic Region - Newfoundland and Labrador, Prince Edward Island, Nova Scotia and New Brunswick</b>				
Offerors submitting an offer for Region A must submit firm prices for all years including installation services in Region A				
Offerors submitting an offer for Region A must indicate Model Offered in Region A				
Pricing where the identified User will deliver and pick up the vehicle(s) to the Contractors facility for installation services.				
Item Description	Quantity	Year 1 Unit Price	Option Year 1 Unit Price	Option Year 2 Unit Price
Drug Dog Vehicle Inserts	1			
Drug Dog Vehicle Inserts	2+			

**Model Offered (Region A):** \_\_\_\_\_

<b>Region B - Central Canada - Quebec and Ontario</b>				
Offerors submitting an offer for Region B must submit firm prices for all years including installation services in Region B				
Offerors submitting an offer for Region B must indicate Model Offered in Region B				
Pricing where the identified User will deliver and pick up the vehicle(s) to the Contractors facility for installation services.				
Item Description	Quantity	Year 1 Unit Price	Option Year 1 Unit Price	Option Year 2 Unit Price
Drug Dog Vehicle Inserts	1			
Drug Dog Vehicle Inserts	2+			

**Model Offered (Region B) :** \_\_\_\_\_

<b>Region C - Prairie Provinces and West Coast: Manitoba, Saskatchewan, Alberta and British Columbia.</b>				
Offerors submitting an offer for Region C must submit firm prices for all years including installation services in Region C				
Offerors submitting an offer for Region C must indicate Model Offered in Region C				

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Pricing where the identified User will deliver and pick up the vehicle(s) to the Contractors facility for installation services.

Item Description	Quantity	Year 1 Unit Price	Option Year 1 Unit Price	Option Year 2 Unit Price
Drug Dog Vehicle Inserts	1			
Drug Dog Vehicle Inserts	2+			

Model Offered (Region C) : \_\_\_\_\_

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### **ANNEX “C” - 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);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

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## **Annex D – List of Dealers/Installation Facilities (DIF)**

### **Region A – Atlantic Region - Newfoundland and Labrador, Prince Edward Island, Nova Scotia and New Brunswick**

DIF Business Name: \_\_\_\_\_  
DIF Business Address: \_\_\_\_\_  
Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

### **Region B - Central Canada - Quebec and Ontario**

DIF Business Name: \_\_\_\_\_  
DIF Business Address: \_\_\_\_\_  
Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

### **Region C - Prairie Provinces and West Coast: Manitoba, Saskatchewan, Alberta and British Columbia**

DIF Business Name: \_\_\_\_\_  
DIF Business Address: \_\_\_\_\_  
Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_