



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

Government of Canada Building
101 - 22nd Street East, Suite 110

Saskatoon
Saskatchewan
S7K 0E1

Bid Fax: (306) 975-5397

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

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Travaux
publics et Services gouvernementaux Canada
Harry Hays Building (HHB)
Room 759, 220-4th Avenue SE
Calgary
Alberta
T2G 4X3

Title - Sujet Diesel Generator Sets	
Solicitation No. - N° de l'invitation ET959-191066/A	Date 2019-11-15
Client Reference No. - N° de référence du client PWGSC	GETS Ref. No. - N° de réf. de SEAG PW-\$CAL-129-6987
File No. - N° de dossier CAL-8-41038 (129)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-01-07	
Time Zone Fuseau horaire Central Standard Time CST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Izzotti, Diana	Buyer Id - Id de l'acheteur cal129
Telephone No. - N° de téléphone (403)680-6109 ()	FAX No. - N° de FAX (306)975-5397
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 100-167 LOMBARD AVE WINNIPEG Manitoba R3B0T6 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	4
1.3 DEBRIEFINGS	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	7
2.4 APPLICABLE LAWS.....	7
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	7
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION.....	9
4.3 PHASED BID COMPLIANCE PROCESS	9
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	11
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	11
PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	11
A. STANDING OFFER	11
6.1 OFFER	13
6.2 SECURITY REQUIREMENTS	13
6.3 STANDARD CLAUSES AND CONDITIONS.....	13
6.4 TERM OF STANDING OFFER	14
6.5 AUTHORITIES	14
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	16
6.7 IDENTIFIED USERS	16
6.8 CALL-UP INSTRUMENT	17
6.9 LIMITATION OF CALL-UPS.....	17
6.10 FINANCIAL LIMITATION	17
6.11 PRIORITY OF DOCUMENTS.....	18
6.12 CERTIFICATIONS AND ADDITIONAL INFORMATION	18
6.13 APPLICABLE LAWS.....	18
6.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	18
B. RESULTING CONTRACT CLAUSES	18
6.1 REQUIREMENT	18
6.2 STANDARD CLAUSES AND CONDITIONS.....	19
6.3 TERM OF CONTRACT	20
6.4 PAYMENT	20
6.5 ELECTRONIC PAYMENT OF INVOICES – CALL-UP (AS PER ANNEX C).....	20
6.6 INVOICING INSTRUCTIONS	20
6.7 INSURANCE.....	21
6.8 SACC MANUAL CLAUSES	21

Solicitation No. - N° de l'invitation
ET959-191066/A
Client Ref. No. - N° de réf. du client
ET959-191066

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

Buyer ID - Id de l'acheteur
CAL129
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" REQUIREMENT	22
ANNEX "B" BASIS OF PAYMENT	32
ANNEX "C" TO PART 3 OF THE REQUEST FOR STANDING OFFERS	38
ANNEX "D" – FINANCIAL EVALUATION AND CONTRACTOR SELECTION	39
ANNEX "E" – OCTOBER 2019 COMPREHENSIVE LAND CLAIM AGREEMENT (CLCA) AREAS	40

PART 1 - GENERAL INFORMATION

Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

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

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

1.2 Summary

Public Works and Government Services Canada on behalf of various clients has a requirement for a National Master Standing Offer (NMSO) for the supply and delivery of Diesel Generator Sets and Accessories, and training for Department of National Defence Electrical Generating Systems (EGS) technician's and any other qualified technicians on all engine controllers, transfer switches, networking systems, and generating units supplied as required, in accordance with the Compliance Matrix and Minimum Mandatory Performance Specifications detailed in Annex A, Requirement.

Offloading, commissioning and set-up are not required as a part of this Standing Offer.

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

This procurement is part of the Canadian Collaborative Procurement Initiative (CCPI). The participants are Federal government departments and provincial and territorial governments who have signed a master agreement with Public Services and Procurement Canada (PSPC) enabling them to use Government of Canada procurement instruments to procure goods and services.

The period of the Standing Offer is for one (1) year from (anticipated) February 1st, 2020 to January 31st 2021 with two (2) additional one (1) year option periods to follow consecutively.

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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Authorized Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs).

Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

Any of the CLCA areas listed in Annex "E" will not apply to any call-up from the Standing Offer. Requests for call-ups in CLCA areas will be returned to the issuing client. CLCA requests must be submitted as a separate contract request to Allocations by any client.

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 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.

1.4 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 7.15 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](#) (2019-03-04) 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

2.1.1 SACC Manual Clauses

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

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

**Bid Receiving Public Works and Government Services Canada
Government of Canada Building
101 22nd Street East, Suite 110
Saskatoon, SK S7K 0E1**

FAX number: (306) 975-5397

E-Post address - ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 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 Alberta.

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

- 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

- 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 (one (1) hard copy)
Section II: Financial Offer (one (1) hard copy)
Section III: Certifications (one (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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- (a) Offerors must be able to perform the full scope of the work described in the Annex A, "Requirement" and meet the Minimum Mandatory Performance Specifications detailed in the Compliance Matrix.
- (b) Offerors must complete the Compliance Matrix as detailed in Annex A, "Requirement".

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Multiple Items

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

4.2.2 Basis of Selection – Number of Standing Offers

It is anticipated one Standing Offer may be issued as a result of this Request For Standing Offers.

4.3 Phased Bid Compliance Process

The Phased Bid Compliance Process (PBCP) is a process that provides offerors an opportunity during the evaluation stage to correct a finding of non-compliance with respect to Eligible Mandatory Requirements if requested by the Contracting Authority.

Phase I: Compliance assessment — Required financial information

- i. After the closing date and time of an RFP/RFSO, PWGSC procurement officers will:
 - a. examine all bids or offers to ensure that they contain a financial submission and that the submission is not missing financial information;
 - b. notify bidders or offerors of missing financial information and give them a specific time period to provide it; and
 - c. not provide any details concerning the bidder's or offeror's financial submission to any member of the evaluation team.
- ii. If a bid or offer is missing the entire financial submission, it will be considered non-compliant and will be given no further consideration.

Bids or offers that continue to have missing financial information after the allotted time given to bidders or offerors to provide this information will be considered non-compliant and will not be given further consideration.

Phase II: Compliance assessment — All other eligible mandatory requirements

- i. The evaluation team will assess only the bids or offers with all required financial information as established in Phase I, to determine if they demonstrate compliance with all other eligible mandatory requirements as outlined in the RFP/RFSO. Upon completion of this assessment, the PWGSC procurement officer will issue a Compliance Assessment Report (CAR) to all bidders or offerors. This report will inform bidders or offerors either that PWGSC is continuing to consider

- their bid/offer or identify any eligible mandatory requirement for which the bid or offer does not as yet demonstrate compliance;
- ii. Bidders or offerors whose bids or offers do not as yet demonstrate compliance with one or more of the eligible mandatory requirements will be invited to submit additional or different information, only for the purpose of rendering the re-evaluation of the eligible mandatory requirements identified in the CAR as compliant.
 - iii. For point rated requirements with an associated minimum threshold score that a bidder or offeror has failed to achieve, the CAR will also provide the bidder's or offeror's score. Bidders or offerors will not be given any additional information concerning the compliance of their bid or offer other than is included in the CAR;
 - iv. All bidders or offerors invited to submit additional or different information will receive the same length of time in which to respond to their CAR;
 - v. An acceptable response to the CAR must:
 - a. address only the eligible mandatory criteria identified in the CAR;
 - b. clearly identify any additional or different information, as well as the precise location in the bid or offer where this information applies;
 - c. subject to a. above, identify any other changes to the original bid or offer that are necessitated by the additional or different information the bidder provides in response to the CAR; and
 - d. otherwise follow the Bid or Offer Preparation Instructions in the RFP/RFSO document.
 - vi. The decision to respond to the CAR is at the complete discretion of the bidder or offeror. If a bidder or offeror does not respond to the CAR within the allotted time, PWGSC will consider this to be a "no change" response.
 - vii. Any response to the CAR that is received after the required time and date will not be given any consideration.
 - viii. The evaluation team will review the additional or different information provided by the bidder or offeror to determine whether the bid or offer now demonstrates compliance with the eligible mandatory requirements identified in the CAR. Bids or offers that do not demonstrate compliance with all eligible mandatory requirements at the completion of Phase II will be considered non-compliant and will be given no further consideration.
 - ix. For point rated requirements with an associated mandatory minimum threshold score, the bidder's or offeror's original score will be used in the determination of the overall final score.

Phase III: Completion of the evaluation process

In this phase, the evaluation process as set out in the RFP/RFSO documents will continue until the successful bidder(s) or offeror(s) is identified or until it is determined that there is no successful bidder or offeror.

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 property 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/canada-labour's) 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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Definitions and Interpretation

a) Definitions: In this Standing Offer, a capitalized term shall have the meaning attributed to that term in *General Conditions 2009 Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

b) Other Interpretative Provisions, unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;

3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

Key Terms

In this Request for Standing Offers, unless the context otherwise requires.

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

“General Information”

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

6.1 Offer

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

6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

The general conditions: [General Conditions: Standing Offers – Goods or Services – Authorized Users \(2018-07-16\) 2009](#) apply to and form part of the Standing Offer.

The following section(s) from General Conditions 2009 apply to Federal Identified Users only:

Section 11 – Integrity Provisions

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records, on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must 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 and the Procurement Authority.

The Quarterly reporting periods are defined as follows:

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

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from (anticipated) February 1st 2020 to January 31st 2021.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) x one (1) year periods, from February 1st, 2021 to January 31st 2022, and from February 1st, 2022 to January 31st 2023, 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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the identified Users across Canada, **excluding** areas subject to Comprehensive land Claim Agreements - CLCA's. Any purchases intended for CLCA areas must be requested under a separate contracting process. See Annexes D – E for complete details.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Diana Izzotti
Title: A/Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 759, 220 4th Ave SE
Calgary, AB
T2G 4X3

Telephone: 403-680-6109
Facsimile: 306-975-5397
E-mail address: diana.izzotti@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

Contracting Authorities

Solicitation No. - N° de l'invitation
ET959-191066/A
Client Ref. No. - N° de réf. du client
ET959-191066

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

Buyer ID - Id de l'acheteur
CAL129
CCC No./N° CCC - FMS No./N° VME

If a call-up is issued by:

Federal Identified User:

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

Provincial/Territorial Identified User:

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

6.5.2 Project Authority

The Project Authority for each resulting contract will be identified in the Call-up issued by the Contracting Authority.

6.5.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

PBN# _____

*If you do not have a Procurement Business Number (PBN) please register at <https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbmRybyZpZD00&lang=eng>

Person authorized to accept call-ups;

Office : Name of Contact: _____

Telephone: _____

Hours Available: _____

Emergency: (Twenty-four (24) hour contact person for emergencies)

Name of Contact: _____

Telephone: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Identified Users

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

And

Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

- a) Province of Nova Scotia
- b) Province of Manitoba
- c) Province of Ontario
- d) County of Essex, Ontario
- e) Yukon Territory (excluding CLCA areas)
- f) Mossey River Municipality, MB
- g) Winnipeg Regional Health Authority, MB
- h) Frontier School Division, MB
- i) RM of Mountain, MB
- j) RM of Rockwood, MB
- k) Lakeshore School Division, MB
- l) RM of Victoria Beach, MB

Disclosure of information – Optional Users

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“**MASH entities**” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror

6.8 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)
 - DND 626 Call-up Against a Standing Offer
- 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.

6.9 Limitation of Call-ups

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

6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer in year one must not exceed the sum of \$5,000,000.00 (applicable taxes included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever

comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions: [General Conditions: Standing Offers – Goods or Services – Authorized Users \(2018-07-16\) 2009](#)
- d) Annex A, Requirement
- e) Annex B, Basis of Payment;
- f) the Offeror's offer dated _____ (*insert date of offer*),

6.12 Certifications and Additional Information

6.12.1 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.

6.13 Applicable Laws

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

6.14 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.

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.

Definitions and Interpretation

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, appended hereto as Annex X or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

[2015A](#) (2018-07-16), General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

The following sections of 2015A apply to Federal Identified Users only:

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

Section 16 Interest on Overdue Accounts, of 2015 A [2018-07-16] General Conditions – Goods – Authorized Users (Medium Complexity) will not apply to payments made by credit cards.

6.2.2 SACC Manual Clauses

M3000C (2006-08-15) Price Lists

M3800C (2006-08-15) Estimates

6.3 Term of Contract

6.3.1 Period of the Contract

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

6.3.2 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the call-up contract, the Contractor will be paid a firm unit price(s), as specified in Annex B for a cost of \$ _____ (*to be entered at time of call-up*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.4.2 Limitation of Price

The Authorized User will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.4.3 Single Payment

SACC Manual clause **H1000C** (2008-05-12), Single Payment

6.5 Electronic Payment of Invoices – Call-up (as per annex C)

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);

6.6 Invoicing Instructions

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

2. Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b) One copy shall be submitted to the Standing Offer authority.

Solicitation No. - N° de l'invitation
ET959-191066/A
Client Ref. No. - N° de réf. du client
ET959-191066

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

Buyer ID - Id de l'acheteur
CAL129
CCC No./N° CCC - FMS No./N° VME

6.7 Insurance

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

6.8 SACC Manual Clauses

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

ANNEX "A" REQUIREMENT

Public Works and Government Services Canada has a requirement for a National Master Standing Offer (NMSO) for the supply and delivery of Diesel Generator Sets and Accessories for all Federal Government departments and the identified authorized users and training for Department of National Defence Electrical Generating Systems (EGS) technician's and any other qualified technicians on all engine controllers, transfer switches, networking systems, and generating units supplied as required, in accordance with the Compliance Matrix and Minimum Mandatory Performance Specifications detailed in Annex A, Requirement.

Offloading, commissioning and set-up are not required as a part of this Standing Offer.

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

This procurement is part of the Canadian Collaborative Procurement Initiative (CCPI). The participants are Federal government departments and provincial and territorial governments who have signed a master agreement with Public Services and Procurement Canada (PSPC) enabling them to use Government of Canada procurement instruments to procure goods and services.

The period of the Standing Offer is for one (1) year from (anticipated) February 1st, 2020 to January 31st 2021 with two (2) additional one (1) year option periods to follow consecutively.

The Request for Standing Offers (RFSO) is to establish a National Master Standing Offer for the requirement detailed in the RFSO, to the Identified Authorized Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs).

Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

INSTRUCTIONS

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

1. Completion of the Compliance Matrix is **mandatory** to be considered for this Standing Offer. Completion is defined as indication of compliance to each mandatory criterion. Offerors are to record whether they meet each specification, provide supporting technical documentation for each specification, and cross-reference where the supporting documentation is found within the proposal to demonstrate compliance.
2. Supporting technical documentation, such as specification sheets, technical brochures, and photographs or illustrations should provide adequate detail to substantiate that the goods offered meet the technical requirements. It is the Offerors responsibility to ensure that the submitted technical documentation provides adequate detail to prove that the proposed product(s) meet the requirements of the technical specification. If specific published technical documentation is not available, the Offeror should prepare a written narrative complete with a detailed explanation of how its offer demonstrates technical compliance.
3. If the complete specification and/or literature is not submitted as requested, the Contracting Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.
4. Canada will not evaluate information such as references to Web site addresses where additional information can be found.

5. Offerors must address any concerns with the Specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Standing Offer (RFSO) document.
6. Failure to meet the minimum mandatory specifications will result in your proposal being deemed non-responsive, and be given no further consideration in the evaluation process.

Compliance Matrix – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:

Item	Specifications	Offered units meet - Yes or No	Bidder Response: Indicate how you will meet the specifications below and cross reference to the location in supporting documentation provided with your offer.
1	GENERAL		
1.1	The following generator specification is intended as the minimum and mandatory standard for the supply of diesel generator sets ranging from 10kw to 2.5 Megawatts in size. Generator sets must be CSA certified and will be used in Standby and Prime Power service.		
1.2	The engine, radiator, generator and control section must be mounted on a common steel skid base. All components must be manufactured and supplied by the same single source vendor. The skid base must contain internally mounted vibration isolators, battery rack and openings to secure cables for lifting by crane or hoist.		
1.3	The generator set must be fit, finished and painted to a high quality standard in the manufacturer's standard color.		
1.4	The system must be labeled for permanent identification with lamicoïd or metal engraved, anodized nameplates, starting both Continuous Rating and Standby Rating.		
1.5	An information warning plate must be secured to the generator set with the warning that the set is automatically controlled and may start at any time.		
1.6	Supplied with the generator set must be two (2) copies, 1 English and 1 French language, of the equipment maintenance manual, parts manual and electrical schematic drawings.		
1.7	Prime Mover, alternator, transfer switches and controls must be manufactured by one entity engaged in manufacturing and support worldwide of said assemblies for a minimum of 25 years.		
1.8	Evidence of parts and service support available globally minimum 25 years from equipment delivery date online 24/7 service and parts support.		
1.9	Engine, alternator, transfer switch and controls specification data sheet required for each		

Item	Specifications	Offered units meet - Yes or No	Bidder Response: Indicate how you will meet the specifications below and cross reference to the location in supporting documentation provided with your offer.
	offered model and size.		
2	Warranty and Product Support		
2.1	<p>The generator set and all parts/accessories must be warranted for defects in material and workmanship for a minimum 1 year period in Standby and Prime Power service.</p> <p>a. Warranty on parts/accessories is to cover repair or replacement.</p> <p>b. Warranty on generator sets is to cover all parts, labor and travel. Travel to all sites accessible by public roads is to be included in warranty coverage. Travel coverage to remote sites without public road access, will be covered by Canada.</p>		
2.2	<p>APPLICABLE TO DND ONLY: CFB Trenton, 86 ASU EGS personnel are authorized by supplier to carry out all warranty repairs. All commissioning is to be carried out by 86 ASU EGS technicians on site during installation and recognized by the Supplier to be the approving authority.</p>		
2.3	<p>The responsibility for performance and warranty for all the equipment supplied cannot be split up among individual suppliers and must be assumed solely by the supplier of the generator set, transfer switch and controls.</p>		
2.4	<p>The manufacturer must be capable of supporting the engine, generator, transfer switch, including all accessories within an extensive network of worldwide dealer support.</p>		
2.5	<p>The successful Offeror agrees and must be capable of training Electrical Generating Systems (EGS) technician's or other qualified technicians on all engine controllers, transfer switches, networking systems, and generating units supplied. Offeror must be capable of training technicians on any and all new upgrades to engine controllers, transfer switches, networking systems, and generating units that occur during the full term of any resulting Standing Offer, including potential option period(s). Qualification training certificates and tooling software to be included with training, and software required must be directly from unit manufacturer (engine controller, transfer switch, and networking tooling software to be product specific), including subscriptions for the full term of any contract. Software capability to include the ability to</p>		

Item	Specifications	Offered units meet - Yes or No	Bidder Response: Indicate how you will meet the specifications below and cross reference to the location in supporting documentation provided with your offer.
	capture and save existing command files, troubleshoot programs, as well as rerate and install updated software as required. Any software provided must have the capability to be easily updated at no cost when updates are made available.		
2.6	Cost of training for each course must be included in the Standing Offer, and cost must include all materials, and literature. Qualification training for all products must be completed at the manufacturer's training center with factory trainers. All products must be made available for training and shall also include training performed in an energized state. Evidence of training capabilities to be provided.		
2.7	APPLICABLE TO DND ONLY: Engine, generator sets and transfer switch manuals (English and French language) for successful Offeror must be available online for the term of the standing offer, access required for 6 individuals including subscriptions and training on accessing manuals for each. Manuals to include but not limited to detailed service and parts manual for prime movers, alternators, transfer switches and controls on line trouble shooting available through software tool for global access.		
2.8	Provide detailed list of software and hardware offered including details on frequency of software updates		
3	Delivery and packaging		
3.1	Generator set(s) are to be delivered FOB destination nationally to the location(s) identified in the Standing Offer excluding CLCA areas		
3.2	Generator set(s) must be packaged with a wooden frame or crate to prevent damage during shipment.		
3.3	Offeror must include proof of distribution centre locations, inventory levels and proximity to FEDEX and UPS hubs plus evidence of logistical capability to ship 24/7/365.		
4	Engine		
4.1	The engine must be a water cooled, four (4) stroke diesel with replaceable wet type cylinder liners. The engine may be turbocharged.		
4.2	The fuel system must be of the direct injection type with electronic speed control governor. For sets ordered with the 12-lead generator, the governor must be capable of operating at 50 or		

Item	Specifications	Offered units meet - Yes or No	Bidder Response: Indicate how you will meet the specifications below and cross reference to the location in supporting documentation provided with your offer.
	60 Hertz. The fuel system must have primary water separator and secondary filtration.		
4.3	Full flow spin on type oil filter, dip stick with running and stopped oil level indication.		
4.4	Heavy duty type air cleaner restriction indicator.		
4.5	Circulating type engine electric block heater, single phase, and 240 volt of sufficient size.		
4.6	Over 250 kW engines must include bypass and full flow integral to the base engine. Fuel and lubrication oil filters must include synthetic media, cellulose is not acceptable. NOTE: Block Heaters utilizing DC controlled Thermostats MUST incorporate a fail-safe to open the AC feed in case of DC power loss.		
4.7	12 or 24 volt starting system complete with heavy/duty battery(s) and battery charging alternator.		
4.8	Engine emissions capability to meet the current EPA Standards applicable to the engine HP rating, for both stationary and mobile applications, throughout the term of the Standing Offer. On special request, non-certified engines are to be available.		
4.9	Engines must include a standard SAE drive for engine driven options and must include a coolant circulating pump, engine driven for low temperature aftercooler circuit.		
5.0	Radiator		
5.1	The radiator must be skid mounted with the engine and the fan direct driven. Fan and radiator must be adequately guarded from damage or accidental injury.		
5.2	Radiator must be rated for operation at up to 50 deg C (122 deg F).		
6.0	Generator		
6.1	The generator must be of the revolving field, brush-less type with permanent magnet excitation, drip proof enclosure, class H insulation and 105 degree C temperature rise.		
6.2	The generator must be single bearing and direct coupled to the engine by a flexible disk drive.		
6.3	The Generator must be supplied in two optional voltage configurations to be specified at time of order: .1 Option 1 – 3 phrase, 4 wire, 347/600 volt, 60 Hz non-re-connectable. .2 Option 2 – 3 phase, 4 wire, 12 lead re-connectable capable of supplying the following voltages:		

Item	Specifications	Offered units meet - Yes or No	Bidder Response: Indicate how you will meet the specifications below and cross reference to the location in supporting documentation provided with your offer.
	i) 120/208, 240/406, 277/480 volts, 3 phase at 60 hz, ii) 120/240 volts, 1 phase at 60 Hz (generator must be capable of supplying full 3 phase kilowatt rating at this voltage), or iii) 220/380 volts, 3 phase at 50 Hz (de-rating of the 60 Hz kilowatt rating is expected).		
6.4	Automatic electronic voltage regulator to be installed on generator housing and provide no load to full load regulation within +/- 0.5% of its mean value. External mounted regulators must be mechanically protected. On re-connectable generators the regulator must function at all voltages/frequencies specified in para 6.3.2 (i), (ii), (iii).		
6.5	The generator set must be capable of accepting one-step full load as per the kilowatt rating on the unit data plate. The data plate must list both the Standby and Prime Power ratings of the generator set. Provide prototype test results for each generator.		
6.6	Generator to be protected by an installed main circuit breaker incorporating the following: .1 over-current trips; .2 DC Shunt Trip connected so as to open the breaker should the engine shut down under fault condition; .3 adjustable current load limit for output amperage ratings under the varying voltage configurations; and .4 ability to add additional mainline circuit breakers to generator set bus for full load testing to include ATS start signal interlock for live system testing.		
6.7	Generators ordered in the 120/240 volts single phase configuration must have a 3-pole breaker to allow for conversion to three phase.		
6.8	Subs transient Reactance on all models not to exceed 0.15.		
6.9	Motor Starting KVA with 90% sustained voltage must be greater than 3.5 times generator set nameplate of kVA rating for approx. 7 secs.		
6.10	Upgradeable generator mounted paralleling controls capable of sharing unequal nodes (ex 50kW with a 2.5 MW), manufactured and supplied by the generator manufacturer, single sourced and adaptable to existing fleet, isolated and infinite bus including closed transition proportional soft transition. Provide evidence of		

Item	Specifications	Offered units meet - Yes or No	Bidder Response: Indicate how you will meet the specifications below and cross reference to the location in supporting documentation provided with your offer.
	control conversion matrices.		
7	Control Panel		
7.1	The control panel must have vibration mountings and be of the drip proof design engine controls;		
7.2	The control panel must be manufactured and supplied by the generator manufacturer, ensuring a single source supplier, and incorporate the following engine controls: .1 engine control switch, RUN-OFF-REMOTE, with flashing indicator when the engine control switch is in the "OFF" position; .2 over speed shutdown with visual indication; .3 over crank with visual indication; .4 low oil pressure shutdown with visual indication; .5 high coolant temperature shutdown with visual indication; .6 low coolant level shutdown with visual indication; .7 low coolant temperature warning with visual indication; .8 low fuel alarm visual indication (remote dry contact input); .9 fire alarm shutdown with visual indication (remote dry contact input); .10 panel mounted mushroom head emergency stop switch with visual indication; .11 a full suite of analog and digital metering on the generator control. NOTE: Visual Indication means long Live Pilot Lamp or LED		
7.3	The control panel must incorporate the following AC digital metering: Volts and Amps with selector switch to read all phases, Frequency 45 – 65 Hz. Wattmeter on all generator sets.		
7.4	The control panel must contain the following digital engine gauges: oil pressure, water temperature, DC voltmeter, and engine hour meter.		
7.5	Adjustment pots for engine speed and voltage to be mounted on panel face.		
8	Transfer Switches - Double Sided Bypass and Non-Bypass Types		
8.1	Transfer switches must be manufactured by the generator set manufacturer.		
8.2	Where specified, the generator set must be supplied with an automatic transfer switch to enable the generator set to function as an automatic backup to the hydro source. Upon a		

Item	Specifications	Offered units meet - Yes or No	Bidder Response: Indicate how you will meet the specifications below and cross reference to the location in supporting documentation provided with your offer.
	hydro failure, the transfer switch will contain all required circuitry to start the diesel, assume the load, and shutdown the diesel upon hydro return.		
8.3	The transfer switch will be mounted in a minimum Type 1 enclosure, wall mounted or free standing, and be CSA certified.		
8.4	The transfer switch must contain the following features: .1 over/under voltage and frequency protection for the hydro source; .2 over/under voltage and frequency protection for the generator source; .3 adjustable engine start delay (0-15 seconds); .4 adjustable on load transfer delay (0-60 seconds); .5 transfer switch to have neutral position with adjustable neutral position delay timer (0-30 seconds). In-Phase Monitor is not acceptable; .6 adjustable off load retransfer delay (0-30 minutes); .7 adjustable engine stop delay cool-down (0-30 minutes); .8 panel mounted indicator lamps or LED to indicate source connected to the load, and .9 panel mounted remote generator starting and testing capability.		
8.5	The transfer switch will be matched to the generator set voltage, amperage rating and capable of interfacing with the engine mounted controller.		
8.6	Each transfer switch must include the ability to be converted in the field to in phase or adjustable delayed transition with programming only.		
8.7	Each ATS to include load monitoring on source 1 and 2.		
8.8	GenSet to GenSet option to be available on each offered automatic transfer switch including sequencing capability for closed transition between Gen Sets.		
8.9	ATS's to include a full suite of metering digital and analog on each switch.		
9	MILITARIZED COMMERCIAL GENSET (50/60 Hz)		
9.1	Reconnectable 60 Hz 120/208V – 240/416V 50 Hz 120/208V – 240/416V		
9.2	Integral Fuel Tank including Auxiliary Tank Capable includes Level Control Switch		

Item	Specifications	Offered units meet - Yes or No	Bidder Response: Indicate how you will meet the specifications below and cross reference to the location in supporting documentation provided with your offer.
9.3	Integral Fuel Transfer system 2/24DC Unit Mounted Transfer Pump		
9.4	Multi-fuel (JP-8, DF-1, DF-2, DS-A) Compatible		
9.5	Must operate at all environmental extremes - 50°C to +55°C.		
9.6	Reliability modeling available		
9.7	Qualified Battlefield mobility		
9.8	Military approved ruggedized packaging		
9.9	24VDC Starting and Charging system		
9.10	Nuclear, biological and chemical contamination survivability evidence required		
9.11	Enhanced battlefield survivability evidence required		
9.12	Evidence of each of the following required for each node: 1. Electromagnetic compatibility to MIL-STD 461; 2. Infrared signature 3. Noise signature 4. Electromagnetic pulse resistance 5. Rated power at altitude 500 thru 3500 meters in 250M increments		
10	Options		
10.1	If required for a particular installation, the following options must be supported by the factory and can be priced on an "as required basis". The basis of pricing as defined in Annex "B" will apply if items are included in the Published Price listing: .1 weatherproof enclosure, sound attenuated to a minimum 68 dBA at 7 meters. .2 skid or base mounted double walled fuel tank (sized to allow 24-hour generator run time at full load); .3 remote engine radiator c/w electric fan motor, for engines with Low Temperature Aftercooling (LTA) and remote radiator, the circulating pump for the LTA circuit must be mechanically, direct gear driven by the engine. The shell and tube aftercooler(s) must be stainless steel. .4 freestanding transfer switch cabinet complete with built in generator set controls; .5 panel mounted 10 amp battery charger, equalizer float type 12 or 24 volt as applicable to generator set; .6 silencer, exhaust piping, flex, connectors and fire proof blankets; .7 environmentally approved fuel tanks, ranging in the 250-10,000 gallons;		

Solicitation No. - N° de l'invitation
ET959-191066/A
Client Ref. No. - N° de réf. du client
ET959-191066

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

Buyer ID - Id de l'acheteur
CAL129
CCC No./N° CCC - FMS No./N° VME

Item	Specifications	Offered units meet - Yes or No	Bidder Response: Indicate how you will meet the specifications below and cross reference to the location in supporting documentation provided with your offer.
	.8 no break bypass switch with total isolation and racking out capability; .9 speciality tools, required to maintain specified equipment - this does not include the items covered as detailed in section 2.0. .10 testing and interfacing equipment, i.e.: software, data links, etc. including any training on the interfacing equipment and software.		

ANNEX "B" BASIS OF PAYMENT

Firm Unit Pricing

The Offeror will be paid a firm unit price per item in Column 1, 2 & 3 of Tables B1 to B4 for all items quoted under the 3 year period of the Standing Offer less the indicated discount or plus the indicated mark-up in Column 4 and including any and all delivery costs when requested by a call-up. Goods and Services Tax or Harmonized Sales Tax will be extra, if applicable.

A price must be entered for each item on the list, and an incomplete table may render an offer non-compliant.

Price lists will be supplied to the Standing Offer Authority as required or as requested by the authorized users.

Laid Down Cost

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

Mark-up

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

Specials

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

Delivery

FOB destination to delivery address identified on the call-up against the Standing Offer.

BASIS OF PAYMENT PRICING TABLES

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

TABLE B1 Firm prices & discounts for Year one (anticipated) February 1st 2020 – January 31st 2021 and Option Years 1 & 2 (to follow consecutively as required).						
Generator Sets – 347/600 Volt Unit.						
Generator set pricing will be based on the “Standby” service rating.						
Item	Standby Service Rating	Estimated Quantity per year	Column 1 Firm Unit Prices per unit February 1st 2020 – January 31st 2021	COLUMN 2 – Option year 1 = List Price or Laid Down Cost	COLUMN 3 – Option year 2 = List Price or Laid Down Cost	COLUMN 4 - Offeror to Indicate D =Discount or M = Mark-up beside each % quoted for all periods of the Standing Offer.
1	10 kilowatt	3	\$	\$	\$	%
2	25 kilowatt	3	\$	\$	\$	%
3	100 kilowatt	4	\$	\$	\$	%
4	250 kilowatt	4	\$	\$	\$	%
5	350 kilowatt	4	\$	\$	\$	%
6	500 kilowatt	4	\$	\$	\$	%
7	600 kilowatt	4	\$	\$	\$	%
8	750 kilowatt	4	\$	\$	\$	%
9	1.0 megawatt	3	\$	\$	\$	%
10	1.25 megawatt	3	\$	\$	\$	%
11	1.50 megawatt	3	\$	\$	\$	%
12	2.0 megawatt	3	\$	\$	\$	%
13	2.25 megawatt	3	\$	\$	\$	%

TABLE B2: Firm prices & discounts for Year one (anticipated) February 1st 2020 – January 31st 2021 and Option Years 1 & 2 (to follow consecutively as required).

**Generator Sets – MULTI-VOLTAGE re-connectable
 Generator set pricing will be based on the “Standby” service rating.**

Item	Standby Service Rating	Estimated Quantity per year	Column 1 Firm Unit Prices per unit February 1st 2020 – January 31st 2021	COLUMN 2 – Option year 1 = List Price or Laid Down Cost	COLUMN 3 – Option year 2 = List Price or Laid Down Cost	COLUMN 4 - Offeror to Indicate D =Discount or M = Mark-up beside each % quoted for all periods of the Standing Offer.
1	10 kilowatt	3	\$	\$	\$	%
2	25 kilowatt	4	\$	\$	\$	%
3	100 kilowatt	4	\$	\$	\$	%
4	250 kilowatt	4	\$	\$	\$	%
5	350 kilowatt	4	\$	\$	\$	%
6	500 kilowatt	4	\$	\$	\$	%
7	600 kilowatt	4	\$	\$	\$	%
8	750 kilowatt	4	\$	\$	\$	%
9	1.0 megawatt	4	\$	\$	\$	%
10	1.25 megawatt	3	\$	\$	\$	%
11	1.50 megawatt	3	\$	\$	\$	%
12	2.0 megawatt	3	\$	\$	\$	%
13	2.25 megawatt	3	\$	\$	\$	%

TABLE B3: Firm prices & discounts for Year one (anticipated) February 1st 2020 – January 31st 2021 and Option Years 1 & 2 (to follow consecutively as required).

AUTOMATIC Transfer/Bypass Switch

Automatic transfer switch pricing will be based on amperage rating. Amperage ratings within +/- 5% will be acceptable as long as it is clearly indicated

Item	Standby Service Rating	Estimated Quantity per year	Column 1 Firm Unit Prices per unit February 1st 2020 – January 31st 2021	COLUMN 2 – Option year 1 = List Price or Laid Down Cost	COLUMN 3 – Option year 2 = List Price or Laid Down Cost	COLUMN 4 - Offeror to Indicate D =Discount or M = Mark-up beside each % quoted for all periods of the Standing Offer.
1	40 amps	3	\$	\$	\$	%
2	70 amps	4	\$	\$	\$	%
3	125 amps	4	\$	\$	\$	%
4	225 amps	4	\$	\$	\$	%
5	400 amps	4	\$	\$	\$	%
6	600 amps	4	\$	\$	\$	%
7	800 amps	4	\$	\$	\$	%
8	1000 amps	4	\$	\$	\$	%
9	1200 amps	4	\$	\$	\$	%
10	1600 amps	3	\$	\$	\$	%
11	2000 amps	3	\$	\$	\$	%
12	3000 amps	3	\$	\$	\$	%
13	4000 amps	3	\$	\$	\$	%

TABLE B4: ADDITIONAL ITEMS

Firm prices & discounts for Year one (anticipated) February 1st 2020 – January 31st 2021 and Option Years 1 & 2 (to follow consecutively as required).

NOTE: Pricing for the following items must be based on a requirement for a 25 kilowatt Generator set and a 600 amp transfer switch.

Item	Standby Service Rating	Approx. number per year estimate	Column 1 - Firm Unit Prices per unit February 1 st 2020 – January 31 st 2021	COLUMN 2 – Option year 1 = List Price or Laid Down Cost	COLUMN 3 – Option year 2 = List Price or Laid Down Cost	COLUMN 4 - Offeror to Indicate D =Discount or M = Mark-up beside each % quoted for all periods of the Standing Offer.
1	Waterproof Enclosure, sound attenuated to a minimum 68 decibels at 7 metres	1	\$	\$	\$	%
2	Skid or base mounted double walled fuel tank (sized to allow 24 hour generator run time at full load).	1	\$	\$	\$	%
3	Remote engine radiator c/w electric fan motor for engines with Low Temperature Aftercooling (LTA) and remote radiator. The circulating pump for the LTA circuit must be mechanically, direct gear driven by the engine. The shell and tube aftercoolers must be stainless steel.	1	\$	\$	\$	%
4	Free standing transfer switch cabinet complete with built in generator set controls.	1	\$	\$	\$	%
5	Panel mounted 10 amp battery charge, equalizer float type 12 or 24 volt as applicable to generator sets	1	\$	\$	\$	%
6	Silencer, exhaust piping, flex, connectors and fire proof blankets	1	\$	\$	\$	%
7	ULC approved double walled tanks with inspection port, ranging in size from 250-10,000 gallons. 7.1, 7.2, 7.3, 7.4 – pricing for evaluation purposes.					
7.1	500 gallon tank	5	\$	\$	\$	%
7.2	1000 gallon tank	4	\$	\$	\$	%
7.3	5000 gallon tank	3	\$	\$	\$	%
7.4	10,000 gallon tank	3	\$	\$	\$	%

TABLE B4: ADDITIONAL ITEMS						
Firm prices & discounts for Year one (anticipated) February 1st 2020 – January 31st 2021 and Option Years 1 & 2 (to follow consecutively as required).						
NOTE: Pricing for the following items must be based on a requirement for a 25 kilowatt Generator set and a 600 amp transfer switch.						
8	No Break by-pass switch with total isolation and racking out capabilities.	3	\$	\$	\$	%
9	Any specialty tools required to maintain specific equipment	3	\$	\$	\$	%
10	1 day cost: Generator Controls - Testing and interfacing equipment (i.e.: Software, data links, etc.) including training on the interfacing equipment and software for up to 6 EGS students/techs.	1	\$	\$	\$	N/A
11	1 day cost: Transfer Switch and Controls - Testing and interfacing equipment including training on the interfacing equipment and software for up to 6 EGS students/techs.	1	\$	\$	\$	N/A
12	Software system annual fee/subscription cost (per year)	1	\$	\$	\$	N/A
13	Harness	6	\$	\$	\$	N/A
14	Manuals – annual Subscription cost	1	\$	\$	\$	N/A

Miscellaneous

Any Diesel Generator sets, Automatic Transfer / Bypass switches or related parts, tools, or testing equipment not specifically identified herein will be made available to Canada or any authorized identified user at the current Published Price List price at the time of call-up less a discount of _____%.
 (Estimated quantity for evaluation purposes: \$50,000.00)

Solicitation No. - N° de l'invitation
ET959-191066/A
Client Ref. No. - N° de réf. du client
ET959-191066

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

Buyer ID - Id de l'acheteur
CAL129
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX "D" – FINANCIAL EVALUATION AND CONTRACTOR SELECTION

The OFFER EVALUATION TOTAL will be calculated as follows:

COLUMN 1: Firm Unit Pricing (Year 1)
STEP 1: For each line item, Unit Price +/- discount/markup x Estimated Quantity = Extended Total
STEP 2: Aggregate of Extended Totals (per table) = Subtotal (per table)
STEP 3: Aggregate of Subtotals (per table) = COLUMN 1 EVALUATED OFFER

COLUMN 2: Firm Unit Pricing (Year 2)
STEP 1: For each line item, Unit Price +/- discount/markup x Estimated Quantity = Extended Total
STEP 2: Aggregate of Extended Totals (per table) = Subtotal (per table)
STEP 3: Aggregate of Subtotals (per table) = COLUMN 2 EVALUATED OFFER

COLUMN 3: Firm Unit Pricing (Year 3)
STEP 1: For each line item, Unit Price +/- discount/markup x Estimated Quantity = Extended Total
STEP 2: Aggregate of Extended Totals (per table) = Subtotal (per table)
STEP 3: Aggregate of Subtotals (per table) = COLUMN 3 EVALUATED OFFER

STEP 1: For each line item, (Published Price list Price or Laid Down Cost) as specified by the Offeror +/- discount/Markup x Estimated Quantity as specified by the Offeror = Extended Total.

STEP 2: Aggregate of Extended Totals (per table) = Subtotal (per table)

STEP 3: Aggregate of Subtotals (per table) = COLUMN 1, 2 + 3 from Tables B1 to B4 = TOTAL EVALUATED OFFER

STEP 1: For Miscellaneous Items, a dollar value of \$50,000.00 will be used for evaluation purposes only

STEP 2: $\$50,000.00 \times (1.0 - \% \text{ Discount}) = \text{MISCELLANEOUS CLAUSE EVALUATED OFFER}$

Total Aggregated Price means:

Column 1: Standing Offer Year 1 total extended prices, plus

Column 2: Option years discount or mark-up total extended prices, plus Miscellaneous Clause extended price TOTAL = Total Aggregated Price

ANNEX “E” – October 2019 Comprehensive Land Claim Agreement (CLCA) areas

***NOTE:** Any of the CLCA areas listed in Annex “E” will not apply to any call-up from the Standing Offer.

The Request for Standing Offers (RFSO) is to establish a National Master Standing Offer for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offer(s).

Requests for call-ups in CLCA areas will be returned to the issuing client. CLCA requests must be submitted as a separate contract request to Allocations by any client.

