



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Voir dans le document/
See herein

NA
Québec
NA

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

| | |
|---|---|
| Title - Sujet Rental track to test vehicle | |
| Solicitation No. - N° de l'invitation W1985-201876/A | Date 2020-08-05 |
| Client Reference No. - N° de référence du client W1985-201876 | GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-490-15814 |
| File No. - N° de dossier MTA-0-43022 (490) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-09-08 | |
| Time Zone Fuseau horaire Heure Avancée de l'Est HAE | |
| Delivery Required - Livraison exigée Voir doc. | |
| Address Enquiries to: - Adresser toutes questions à: Sirois, Richard | Buyer Id - Id de l'acheteur mta490 |
| Telephone No. - N° de téléphone (514)718-5993 () | FAX No. - N° de FAX (514)496-3822 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Cité collégiale Ottawa 801, promenade de l'Aviation Ottawa ONTARIO K1K 4R3 Canada | |
| Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. | |

Instructions: See Herein

Instructions: Voir aux présentes

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

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| | | |
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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 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, Certification and any other annexes.

1.2 Summary

- 1.2.1** The Department of National Defense needs to rent a test track in order to evaluate military vehicles at the technical and reliability level. This involves putting in place a standing offer for one (1) firm year and for two (2) option years. Call-ups will be made as on an as-needed basis. The details are listed in Annex "A" of the RFSO.
- 1.2.2** 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 requirement applicable to the Request for 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 7.15 Transition to an e-Procurement Solution (EPS).

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

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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](#) (2020-05-28), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

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

PWGSC Québec Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@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 Offeror is using its own licensing agreement for epost Connect.

is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

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 (to be completed by the Offeror)

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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive (To be completed by the Offeror)

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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

2.7 Forecast of runway use / year

| Item (reference Annex "A") | Titre | Utilisation |
|----------------------------------|------------------------|-------------|
| 3.2 | Base of operations | 25 days |
| 3.3 a | Asphalt circuit | 32 hours |
| 3.3 b | Asphalted flat surface | 56 hours |
| 3.3 c | Water trough | 16 hours |
| 3.3 d | Gravel | 16 hours |
| 3.3 e | Flat field | 32 hours |
| 3.3 f | Flat surface | 56 hours |

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically 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: Financial Offer
Section II: Certifications

Offers transmitted by facsimile or hardcopy **will not be accepted**.

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

Section I: 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 II: 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 Financial Evaluation

Based on firm unit rates offered multiplied by the forecast quantities mentioned in point 2.7 of the RFSO. The sum of the totals for the firm year and each of the 2 option years of Part 1 and Part 2 will be added together to provide the total amount of financial evaluation. The minimum charge (see Annex "B") will not be evaluated.

The Offeror must provide prices for all items in Annex "B" Basis of Payment Part 1 and Part 2. Failure to do so will render the bid non-responsive.

The prices offered for the services of the optional part in **Part 3** of Annex "B" will not be considered in the evaluation.

***** For evaluation purposes only**

The hours listed in point 2.7 of the RFSO for each category will be used as follows for the evaluation:

- Half will be used to assess normal hours of operation
- The other half will be used to assess the price in hours **outside** normal operating hours.

4.1.1.1 Evaluation of Price - Canadian/Foreign Bidder

1. Bidders must submit firm prices, customs duties, excise taxes and Applicable Taxes excluded.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Bidders must provide prices Delivered at Place (DAP) (see Annex "A") according to Incoterms 2010 for shipments from a commercial contractor. Bids will be assessed on an DAP basis.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the 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 (See Annex “D”)

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.

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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.

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PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

N/A

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____2020 to _____2021
(Will be indicated upon issuance of the Standing offer).

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional periods of one (1) year each, from _____2021 to _____2022 and from _____2022 to _____2023 (Will be indicated at the issuance of the Standing Offer) 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Richard Sirois
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

Telephone: (514) 718-5993
E-mail address: richard.sirois@tpsgc-pwpsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is: [\(Will be indicated at the issuance of the Standing Offer\)](#)

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

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative [\(To be completed by the offeror\)](#)

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

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

7.6 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.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: National Defense, 202 Workshop Depot.

7.8 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

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.

7.9 Limitation of Call-ups

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

7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2020-05-28), General Conditions – Services (medium complexity) ;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable.*)

7.11 Certifications and Additional Information

7.11.1 Compliance

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

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*To be completed by the offeror, insert the name of the province or territory in Canada.*)

7.13 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.

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2018-06-21) General Conditions – Services (Medium complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from the date of Contract award until the acceptance of all deliverables.

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment – Firm Price, firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex “B” Basis of payment. Customs duties are included and Applicable Taxes are extra.

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

7.5.2 Single Payment

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

7.5.3 SACC Manual Clauses

[C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

7.5.4 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);

7.6 Invoicing Instructions

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

7.7 Insurance

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

7.8 SACC Manual Clauses

[A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor);

[A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A" STATEMENT OF WORK

1. SCOPE

1.1 Purpose

The purpose of this Statement of Work (SOW) is to define the scope and the deliverables that apply to the Land Engineering Support Centre (LESC) and to define the Department of National Defence (DND) services requirements for this initiative.

1.2 Background

DND conducts vehicle testing as part of reliability testing and engineering tests and trials. These tests require specific terrain and infrastructure that are not available at DND facilities.

1.3 Terminology

The following abbreviations and acronyms are used in this SOW:

| | |
|------|---------------------------------|
| LESC | Land Engineering Support Centre |
|------|---------------------------------|

2. APPLICABLE DOCUMENTS

Not Applicable

3. REQUIREMENTS

3.1 Test Facility

The test facility must:

- (a) Be fully fenced and secure at all times with controlled access;
- (b) Be available for operations after normal business hours with 24 hour notification; and
- (c) Be located within 300 km of Ottawa, Ontario

3.2 Base of Operations

The base of operations must be located within the test facility and must consist of the following:

- (a) A heated garage of at least 15 m² floor area with a concrete floor, 120 V power and lockable doors;
- (b) A conference room with a seating capacity for at least 8 persons;
- (c) An area of at least 200 m² suitable for the erection of temporary shelters in close proximity to the garage; and
- (d) Location within 1 km of test tracks.

3.3 Test Courses

The test courses must be located within the test facility and must consist of the following:

- (a) A paved circuit of at least 1 km length x 3.6 m wide able to be driven at a sustained speed of at least 90 km/h for range tests;
- (b) A paved level surface of at least 600 m x 9 m with a uniform friction coefficient for acceleration and braking tests;
- (c) A water trough with a hard surfaced sloping entry, exit and a length of at least 10 m and a uniform water depth of at least 760 mm for fording tests;
- (d) A gravel track over uneven terrain of at least 1 km length x 3 m wide for off-road tests;
- (e) A paved level surface of at least 600 m x 20 m with a uniform friction coefficient for lane change tests;
- (f) An open flat field with a uniform grass cover and soil type, of at least 3000 m² for drawbar pull tests, and
- (g) The paved areas must be able to withstand axle loads up to the maximum loads permitted by Ontario and Quebec provincial regulations.

3.4 Other Optional Services

The facility may offer the following on-site services:

- (a) An additional lane on the paved circuit (ref para 3.3 (a)) to increase the overall width to 5 m or greater;
- (b) An environmental test chamber that can accommodate a vehicle of 10 m length x 3.2 m width x 4.1 m height and maintain a temperature of -40°C;
- (c) Two axle dynamometer with a total capacity of up to 400 horsepower
- (d) Diesel fuel pump; and
- (e) Weather station data.

4. DELIVERABLES

The deliverables must include:

- (a) The use of the base of operations as defined in Paragraph 3.2; and
- (b) The use of the various test courses as defined in Paragraph 3.3,

ANNEX "B" BASIS OF PAYMENT

MANDATORY SECTION

PART 1

| Item No (from Annex A) | Description | Price |
|------------------------|--------------------|--------------------------------|
| 3.2 | Base of Operations | _____ \$/day(heated, Year 1) |
| | | _____ \$/day(unheated, Year 1) |
| | | _____ \$/day(heated, Year 2) |
| | | _____ \$/day(unheated, Year 2) |
| | | _____ \$/day(heated, Year 3) |
| | | _____ \$/day(unheated, Year 3) |

PART 2

| Item No (from Annex A) | Description | Price (normal business hours) | Price (outside normal business hours) |
|------------------------|-----------------------------|-------------------------------|---------------------------------------|
| 3.3 (a) | Paved Circuit | _____ \$/hr (Year 1) | _____ \$/hr (Year 1) |
| | | _____ \$/hr (Year 2) | _____ \$/hr (Year 2) |
| | | _____ \$/hr (Year 3) | _____ \$/hr (Year 3) |
| 3.3 (a) | Minimum charge | _____ hrs | |
| 3.3 (b) | Paved Level Surface | _____ \$/hr (Year 1) | _____ \$/hr (Year 1) |
| | | _____ \$/hr (Year 2) | _____ \$/hr (Year 2) |
| | | _____ \$/hr (Year 3) | _____ \$/hr (Year 3) |
| 3.3 (b) | Minimum charge | _____ hrs | |
| 3.3 (c) | Water Trough | _____ \$/hr (Year 1) | _____ \$/hr (Year 1) |
| | | _____ \$/hr (Year 2) | _____ \$/hr (Year 2) |
| | | _____ \$/hr (Year 3) | _____ \$/hr (Year 3) |
| 3.3 (c) | Minimum charge | _____ hrs | |
| 3.3 (c) | Preparation of water trough | _____ \$/hr (Year 1) | |
| | | _____ \$/hr (Year 2) | |
| | | _____ \$/hr (Year 3) | |
| 3.3 (d) | Gravel Track | _____ \$/hr (Year 1) | _____ \$/hr (Year 1) |
| | | _____ \$/hr (Year 2) | _____ \$/hr (Year 2) |
| | | _____ \$/hr (Year 3) | _____ \$/hr (Year 3) |
| 3.3 (d) | Minimum charge | _____ hrs | |
| 3.3 (e) | Paved Level Surface | _____ \$/hr (Year 1) | _____ \$/hr (Year 1) |
| | | _____ \$/hr (Year 2) | _____ \$/hr (Year 2) |
| | | _____ \$/hr (Year 3) | _____ \$/hr (Year 3) |
| 3.3 (e) | Minimum charge | _____ hrs | |
| 3.3 (f) | Open Field | _____ \$/hr (Year 1) | _____ \$/hr (Year 1) |
| | | _____ \$/hr (Year 2) | _____ \$/hr (Year 2) |
| | | _____ \$/hr (Year 3) | _____ \$/hr (Year 3) |

| | | | |
|---------|--|--------------------|-------------------|
| 3.3 (f) | Minimum charge | _____ hrs | |
| | Security Assistant | _____/hr (Year 1) | _____/hr (Year 1) |
| | | _____/hr (Year 2) | _____/hr (Year 2) |
| | | _____/hr (Year 3) | _____/hr (Year 3) |
| | Traffic Director | | _____/hr (Year 1) |
| | | | _____/hr (Year 2) |
| | | | _____/hr (Year 3) |
| | Snow and ice removal from test courses | _____/hr (Year 1) | _____/hr (Year 1) |
| | | _____/hr (Year 2) | _____/hr (Year 2) |
| | | _____/hr (Year 3) | _____/hr (Year 3) |
| | Cost for alterations to test areas or repair of areas damaged during testing (subcontract cost plus markup percentage) | _____ % markup | |
| | Normal Business Hours | ____ am to ____ pm | |

OPTIONAL SECTION

PART 3

| Item No (from Annex A) | Description | Price |
|------------------------|--|--|
| 3.4 (a) | Paved circuit additional lane | _____/hr (normal business hours, Year 1) |
| | | _____/hr (outside normal business hours, Year 1) |
| | | _____/hr (normal business hours, Year 2) |
| | | _____/hr (outside normal business hours, Year 2) |
| | | _____/hr (normal business hours, Year 3) |
| | | _____/hr (outside normal business hours, Year 3) |
| 3.4 (b) | Environmental test chamber that can accommodate a vehicle of 10 m length x 3.2 m width x 4.1 m height and maintain a temperature of -40°C, including operating personnel | See Table 1 |
| 3.4 (c) | Two axle dynamometer with a total capacity of up to 400 horsepower, including operating personnel | _____/hr (Year 1) |
| | | _____/hr (Year 2) |
| | | _____/hr (Year 3) |
| 3.4 (d) | Diesel fuel (show markup percentage) | _____ %markup |
| 3.4 (e) | Weather station data | _____/day (raw data, Year 1) |
| | | _____/day (processed, Year 1) |
| | | _____/day (raw data, Year 2) |
| | | _____/day (processed, Year 2) |
| | | _____/day (raw data, Year 3) |
| | | _____/day (processed, Year 3) |

Table 1

Environmental Chamber Prices

| Temperature °C | Price without ventilation | Price with ventilation |
|----------------|---------------------------|------------------------|
| -40 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| -35 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| -30 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| -25 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| -20 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| -15 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| -10 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| -5 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| 0 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| 5 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| 10 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| 15 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| 20 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| 25 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |
| | \$/hr (Year 3) | \$/hr (Year 3) |
| 30 | \$/hr (Year 1) | \$/hr (Year 1) |
| | \$/hr (Year 2) | \$/hr (Year 2) |

Solicitation No. - N° de l'invitation
W1985-201876/A
Client Ref. No. - N° de réf. du client
W1985-20-1876

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43022

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

| | | |
|----|---------------------|---------------------|
| | ____ \$/hr (Year 3) | ____ \$/hr (Year 3) |
| 35 | ____ \$/hr (Year 1) | ____ \$/hr (Year 1) |
| | ____ \$/hr (Year 2) | ____ \$/hr (Year 2) |
| | ____ \$/hr (Year 3) | ____ \$/hr (Year 3) |
| 40 | ____ \$/hr (Year 1) | ____ \$/hr (Year 1) |
| | ____ \$/hr (Year 2) | ____ \$/hr (Year 2) |
| | ____ \$/hr (Year 3) | ____ \$/hr (Year 3) |
| 45 | ____ \$/hr (Year 1) | ____ \$/hr (Year 1) |
| | ____ \$/hr (Year 2) | ____ \$/hr (Year 2) |
| | ____ \$/hr (Year 3) | ____ \$/hr (Year 3) |
| 50 | ____ \$/hr (Year 1) | ____ \$/hr (Year 1) |
| | ____ \$/hr (Year 2) | ____ \$/hr (Year 2) |
| | ____ \$/hr (Year 3) | ____ \$/hr (Year 3) |
| 55 | ____ \$/hr (Year 1) | ____ \$/hr (Year 1) |
| | ____ \$/hr (Year 2) | ____ \$/hr (Year 2) |
| | ____ \$/hr (Year 3) | ____ \$/hr (Year 3) |
| 60 | ____ \$/hr (Year 1) | ____ \$/hr (Year 1) |
| | ____ \$/hr (Year 2) | ____ \$/hr (Year 2) |
| | ____ \$/hr (Year 3) | ____ \$/hr (Year 3) |
| 65 | ____ \$/hr (Year 1) | ____ \$/hr (Year 1) |
| | ____ \$/hr (Year 2) | ____ \$/hr (Year 2) |
| | ____ \$/hr (Year 3) | ____ \$/hr (Year 3) |

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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);

