



NA
Québec
NA

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

Date _____

TABLE OF CONTENTS

This bid solicitation cancels and supersedes previous bid solicitation number W0106-20S006/A dated June 4, 2020 with a closing of August 21, 2020 at 2H00PM EDT.

A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

| | |
|--|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 INTRODUCTION | 3 |
| 1.2 SUMMARY | 3 |
| 1.3 SECURITY REQUIREMENTS | 4 |
| 1.4 DEBRIEFINGS | 4 |
| 1.5 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 FORMER PUBLIC SERVANT | 6 |
| 2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS..... | 8 |
| 2.5 APPLICABLE LAWS | 8 |
| PART 3 - OFFER PREPARATION INSTRUCTIONS..... | 9 |
| 3.1 OFFER PREPARATION INSTRUCTIONS..... | 9 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 10 |
| 4.1 EVALUATION PROCEDURES | 10 |
| 4.2 BASIS OF SELECTION..... | 11 |
| PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION | 12 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE OFFER..... | 12 |
| 5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION..... | 12 |
| PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS | 14 |
| 6.1 SECURITY REQUIREMENTS | 14 |
| PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES | 15 |
| A. STANDING OFFER | 15 |
| 7.1 OFFER | 15 |
| 7.2 SECURITY REQUIREMENTS | 15 |
| 7.3 STANDARD CLAUSES AND CONDITIONS..... | 15 |
| 7.4 TERM OF STANDING OFFER..... | 15 |
| 7.5 AUTHORITIES | 16 |
| 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... | 17 |
| 7.7 IDENTIFIED USERS | 17 |
| 7.8 CALL-UP INSTRUMENT | 17 |
| 7.9 LIMITATION OF CALL-UPS..... | 18 |
| 7.10 FINANCIAL LIMITATION | 18 |
| 7.11 PRIORITY OF DOCUMENTS..... | 18 |
| 7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION | 18 |
| 7.13 APPLICABLE LAWS | 19 |
| 7.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)..... | 19 |
| B. RESULTING CONTRACT CLAUSES | 20 |

Solicitation No. - N° de l'invitation
W0106-20S006/B
Client Ref. No. - N° de réf. du client
W0106-20-S006

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43014

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

| | | |
|---|--|-----------|
| 7.1 | STATEMENT OF WORK..... | 20 |
| 7.2 | STANDARD CLAUSES AND CONDITIONS..... | 20 |
| 7.3 | TERM OF CONTRACT | 20 |
| 7.4 | PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... | 20 |
| 7.5 | PAYMENT | 20 |
| 7.6 | INVOICING INSTRUCTIONS | 21 |
| 7.7 | INSURANCE | 21 |
| 7.8 | SACC MANUAL CLAUSES | 21 |
| ANNEX "A" STATEMENT OF WORK..... | | 22 |
| ANNEX "B" BASIS OF PAYMENT | | 26 |
| ANNEX "C" MANDATORY TECHNICAL CRITERIA..... | | 27 |
| ANNEX "D" ELECTRONIC PAYMENT INSTRUMENTS..... | | 28 |
| ANNEX "E" COMPLETE LIST OF COMPANY BOARD OF DIRECTORS..... | | 29 |

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 (DND) requires the rental of equipment, such as generators, heaters and light towers, which will be used on construction sites, on demand and as needed.
- The period of the Standing Offer will be 2 firm years and 1 option year.
 - The delivery points are as follows:
 - Valcartier support Base, Courcelette, Quebec, Canada
 - Longue-Pointe Garrison, Montreal, Quebec, Canada
 - Saint-Jean Garrison, St-Jean-sur-Richelieu, Quebec, Canada

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 associated with 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.

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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/24) (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. (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/24>)

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.

It 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 complete 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 complete 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.

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: Technical Offer
Section II: Financial Offer
Section III: 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: Technical Offer (See Annex "C". To be completed by the offeror)

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 (See Annex "B". To be completed by the offeror)

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 "D" Electronic Payment Instruments, to identify which ones are accepted.

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

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

3.1.2 Exchange Rate Fluctuation

[C3011T](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5) (2013-11-06), Exchange Rate Fluctuation,
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5>)

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

Every proposal must meet all technical criteria described in Annex C. Technical evaluation will be based on the mandatory technical criteria to be demonstrated detailed in a grid at Annex C.

Bidders must complete the Annex C and include it with their proposal. It is mandatory to provide technical/ descriptive documents and/or technical literature/notes, at the submission of your bid to allow the technical evaluation (**No internet link will be accepted**). Failure to comply will render your bid non-responsive.

Only the information included in the technical bid will be taken into consideration in the evaluation of the mandatory technical criteria to be demonstrated.

4.1.2 Financial Evaluation

- Compliance with the basis of payment in Annex "B".
- Offerors are required to offer firm prices for the emergency delivery service as well as each item based on the daily, weekly and monthly requirements listed in the price list in the attachment to Annex "B".
- The financial evaluation will cover the total of the monthly rates offered for the two firm years of the Standing Offer and the proposed option year. The calculation will be based on the sum of the monthly rental rates for all items in the price list in Annex "B", multiplied by the estimated annual quantities by region.

Daily and weekly rates will not be evaluated. However, a price is mandatory in the grid. **Failure to do so will render the offer non-responsive and will be rejected.**

4.1.2.1 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.

Solicitation No. - N° de l'invitation
W0106-20S006/B
Client Ref. No. - N° de réf. du client
W0106-20-S006

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43014

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria Only

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the 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 “E”. To be completed by the offeror)

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.

Solicitation No. - N° de l'invitation
W0106-20S006/B
Client Ref. No. - N° de réf. du client
W0106-20-S006

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43014

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

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 website](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.

Solicitation No. - N° de l'invitation
W0106-20S006/B
Client Ref. No. - N° de réf. du client
W0106-20-S006

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43014

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

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security 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.
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>)

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from _____ to _____ inclusive. (Will be indicated in the 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 an additional one year period, from _____ to _____ (will be indicated in 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.

7.4.3 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

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

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

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

7.5.2 Responsible for file management at DND (Will be indicated in the issuance of the Standing offer)

The Responsible for file management at DND is:

Name: _____
Title: _____
Organization: _____

Address: _____

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

7.5.2 Project Authority (Will be indicated in the issuance of the Standing offer)

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____

Address: _____

Telephone: ____ - ____ - ____
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 indicated by the offeror)

Name: _____
Title: _____
Organization: _____

Address: _____

Telephone: _____ - _____ - _____
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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: _____. (instructions will be given upon issuance of the standing offer).

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 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*Applicable Taxes excluded*) (Will be indicated in the issuance of the Standing offer) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or **Three (3) months** before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 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 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*).

7.12 Certifications and Additional Information

7.12.1 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.

Solicitation No. - N° de l'invitation
W0106-20S006/B
Client Ref. No. - N° de réf. du client
W0106-20-S006

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43014

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

7.13 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 _____ (To be completed by the offeror. Insert the name of the province or territory in Canada).

7.14 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.

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.

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/18>)

Section 13 Interest on Overdue Accounts, of 2010C (2020-05-28), General Conditions – Service (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 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” for a cost of \$_____ (Will be indicated in the issuance of the Standing offer). Customs duties are excluded 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.
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1000C/2>)

7.5.3 SACC Manual Clauses

C2000C (2007-11-30), Taxes – Foreign-based Contractor
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1>)

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.

Invoices must be distributed as follows:

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

7.7 Insurance

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

7.8 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor);
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2000C/1>)

A2001C (2006-06-16), Foreign Nationals (Foreign Contractor);
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2001C/1>)

A9062C (2011-05-16), Canadian forces site Regulations;
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9062C/4>)

D0018C (2007-11-30), Delivery and Unloading.
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D0018C/1>)

ANNEX "A" STATEMENT OF WORK

RENTAL OF CONSTRUCTION SITE EQUIPMENT GENERATORS, HEATERS, LIGHT TOWERS, ETC.

1. INTRODUCTION

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

2. BACKGROUND

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

3. OBJECTIVE

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

4. TASKS

4.1. Services required and equipment to be rented

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

4.2. Lists of equipment to be rented

4.2.1. GENERATORS

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

4.2.2. HEATERS

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

4.2.3. INDUSTRIAL LIGHT TOWERS

| Categories | Technical specifications |
|-------------------|--|
| Type 1: 1000 W | <ul style="list-style-type: none">- Running on electricity or diesel;- Shall be delivered full and will be returned full as well, unless otherwise stated by the user;- One generator with a capacity of at least 4 kW;- A control panel with an independent switch for each light;- A telescopic mast at least 7.5 m tall with a manual winch and movable head. |
| Type 2: 4000 W | <ul style="list-style-type: none">- Trailer-mounted model;- Running on diesel;- Tank capacity at least 25 gallons (95 litres) and shall be delivered full and will be returned full as well, unless otherwise stated by the user;- One generator with a capacity of at least 6 kW;- A control panel with an independent switch for each light;- A telescopic mast at least 9 m tall with a manual winch and movable head. |

4.2.4. ELECTRICAL CABLES (EXTENSION CORDS)

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

5. LIMITATIONS AND CONSTRAINTS

5.1. Availability

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

a) Orders marked as urgent shall be delivered within 24 hours (1 working day).

b) Repair/replacement of rental equipment: one day (24 hours) following a call from the DND representative.

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

5.2. Equipment provided by the offeror

The offeror shall ensure that all equipment is recent (less than 5 years old) at the time of rental.

Equipment must be delivered in working order and safe condition, ready for use. A DND representative will inspect and accept the equipment on delivery.

6. TRANSPORTATION

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

Equipment shall be delivered to the following addresses:

Quebec City:

Support Base Valcartier
Various buildings
Courcellette, QC
G0A 4Z0

Montreal:

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

Saint-Jean-sur-Richelieu:

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

ANNEX "B" BASIS OF PAYMENT

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

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

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

B2. Rates

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

B3. Application of rental rates

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

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

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

B4. Rates for incomplete periods

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

ANNEX B – Price Grid

See table attached

ANNEX "C" MANDATORY TECHNICAL CRITERIA

C1. CRITERIA GRID

All of the criteria identified below are mandatory for the evaluation. It is the offeror's responsibility to show, with additional documentation or in the "Supplier's reference" column below, how each of the mandatory technical criteria are met or exceeded for each item listed in **section 4, Services required and rental equipment, of Annex A, STATEMENT OF WORK**. It is mandatory to include all necessary relevant documents when submitting a bid. The technical bid must clearly address, in sufficient depth with the items covered under each of the mandatory technical criteria set out in this section, upon which basis the bid will be evaluated.

| Mandatory technical criteria for the evaluation of all generators | Compliance | Non compliance | Supplier's reference Please show how each of the following mandatory technical criteria is met or exceeded. |
|--|------------|----------------|--|
| 1) Generators must have enough fuel to run for 24 hours at 75% maximum load | | | |
| 2) Liquid-cooled diesel motor for generators over 5 kW | | | |
| 3) Stop and start capacity using an automatic transfer switch; | | | |
| 4) Frequency 60 Hz, 3 phases | | | |
| Mandatory technical criterion for the evaluation of all heaters | Compliance | Non compliance | |
| 5) The heating system must be able to be moved by hand or with a forklift. Maximum dimensions: 6' LG x 5' W x 5' H. | | | |
| Mandatory technical criterion for the evaluation all light towers | Compliance | Non compliance | |
| 6) The tank or reservoir capacity must be at least 25 gallons (95 litres) Applicable only for Type 2 : 4000W | | | |

Solicitation No. - N° de l'invitation
W0106-20S006/B
Client Ref. No. - N° de réf. du client
W0106-20-S006

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43014

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

ANNEX “D” 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);

Solicitation No. - N° de l'invitation
W0106-20S006/B
Client Ref. No. - N° de réf. du client
W0106-20-S006

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43014

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

ANNEX "E" COMPLETE LIST OF COMPANY BOARD OF DIRECTORS

NOTE TO BIDDERS

WRITE ALL DIRECTOR'S FULL NAMES IN BLOCK LETTERS

PROCUREMENT - BUSINESS NUMBER (PBN) : _____