



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux  
Canada

Voir dans le document/

See herein

NA

Québec

NA

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

### Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

### 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

<b>Title - Sujet</b> Rental services for generators Rental services for generators - Rapid Lake	
<b>Solicitation No. - N° de l'invitation</b> 5A226-202461/B	<b>Date</b> 2020-12-01
<b>Client Reference No. - N° de référence du client</b> 5A226-202461	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTA-405-15947	
<b>File No. - N° de dossier</b> MTA-0-43145 (405)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2020-12-17</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Séguin, Caroline	<b>Buyer Id - Id de l'acheteur</b> mta405
<b>Telephone No. - N° de téléphone</b> (514) 703-0455 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> SERVICES AUX AUTOCHTONES CANADA QUEBEC REGIONAL OFFICE 320 ST JOSEPH EST QUEBEC Québec G1K9J2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

**This bid solicitation cancels and supersedes previous bid solicitation number 5A226-202461/A dated November 10, 2020 with a closing of November 25, 2020 at 2:00 P.M. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

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5A226-202461/B  
Client Ref. No. - N° de réf. du client  
5A226-20-2461

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTA-0-43145

Buyer ID - Id de l'acheteur  
MTA405  
CCC No./N° CCC - FMS No./N° VME

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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 Requirement, the Basis of Payment and the Electronic Payment Instruments.

### **1.2 Summary**

- 1.2.1 Request for Regional Individual Standing Offer (RISO) to supply, as and when needed, rental services for emergency generators for the Indigenous community of Barriere Lake located in Rapid Lake, Quebec.

No minimum quantity will be guaranteed.

Only one (1) standing offer could be put in place as a result of this process.

The resulting standing offer(s) will be valid for a firm period of two (2) years and will include the right for Canada to exercise one (1) option year option.

- 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 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](#) (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](mailto: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

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

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.



## **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**

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**

The technical evaluation will be based on the following mandatory technical criteria:

- The generator proposed must be 800 kW (347-600 volts, 3 phases, 60 Hz).

Offerors must demonstrate that the goods and/or services offered are compliant with each of these mandatory technical criteria with documents and/or technical drawings, which must be submitted with their offer.

#### **4.2.1 Financial Evaluation**

The financial evaluation will be done globally for all items (1 to 8) identified in Annex B "Basis of Payment" and for the entire duration of the standing offer (base period of 2 years + 1 option year).

For evaluation purposes only, the unit prices proposed in Annex B will be multiplied by the annual estimated quantities also identified in Annex B. The sum will represent the total evaluated price.

Offerors must submit prices for each item in Annex B and for the 2-year base period as well as for the option year.

##### **4.1.2.1 Evaluation of Price – Canadian/Foreign Offerors**

[M0222T](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/M/M0222T/4) (2016-01-28), Evaluation of Price – Canadian/Foreign Offerors  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/M/M0222T/4>

### **4.2 Basis of Selection**

SACC Manual Clause [M0031T](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/M/M0031T/1) (2007-05-25), Basis of Selection – Mandatory Technical Criteria  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/M/M0031T/1>

## **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 - SECURITY**

### **6.1 Security Requirements**

This requirement does not include a security requirement.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement 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**

*This section will be completed at issuance of standing offer.*

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

##### **7.4.2 Extension of Standing Offer**

*This section will be completed at issuance 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 \_\_\_\_\_ 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 60 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:

Caroline Séguin  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Quebec Region  
Address: 800 de la Gauchetière Street West, Office 7300, Montreal (QC), H5A 1L6  
Telephone: (514) 703-0455  
E-mail address: [Caroline.Z.Seguin@tpsgc-pwgsc.gc.ca](mailto:Caroline.Z.Seguin@tpsgc-pwgsc.gc.ca)

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

### 7.5.2 Project Authority

*This section will be completed at issuance of the standing offer.*

The Project Authority for the Standing Offer is:

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.*

The Offeror's Representative for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is :

Aboriginal Services Canada (ASC) identified in Annex A "Statement of Work".

## 7.7 Call-up Instrument

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

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

or

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

## 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$75,000.00** (Applicable Taxes included).

## 7.9 Financial Limitation

*This section will be completed at issuance of standing offer.*

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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.

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## 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 General conditions: Services (medium complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ .

## 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

*To be completed by the Offeror.*

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 \_\_\_\_\_ .

## 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 Requirement**

The Contractor must provide the items detailed 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 - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of Contract**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

#### **7.3.2 Delivery Date**

Delivery must be completed in accordance with the delays specified in Annex A "Statement of Work" of the call-up against the Standing Offer.

### **7.4 Payment**

#### **7.4.1 Basis of Payment**

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

#### **7.4.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17), Limitation of Price  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C6000C/7>

#### **7.4.3 Multiple Payments**

SACC Manual clause H1001C (2008-05-12), Multiple Payments  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1001C/2>



#### 7.4.4 SACC Manual Clauses

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

#### 7.4.5 Electronic Payment of Invoices – Call-up

*This section will be adjusted based on the selection made by the Offeror in 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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### 7.5 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.

Each invoice must be supported by:

- a. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
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 (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 7.6 Insurance

SACC Manual clause [G1005C](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3) (2016-01-28) Insurance – No Specific Requirement  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3>

#### 7.7 SACC Manual Clauses

[A2000C](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2000C/1) (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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2001C/1) (2006-06-16), Foreign Nationals (Foreign Contractor)  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2001C/1>

[B1005C](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B1501C/2) (2018-06-21), Electrical equipment  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B1501C/2>

## **7.8 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**

#### **BACKGROUND**

Aboriginal Services Canada (ASC) is responsible for the production of electricity for the needs of the community of Barriere Lake. Electricity is produced from three generators that have the ability to synchronize. The plant has two units with a capacity of 600 kW each and one unit of 320 kW. During the winter of 2009 we had various mechanical breakdowns on the three generators. From that moment on it was no longer possible for the Ministry to provide the electricity service to the community in an adequate way. We therefore proceeded to rent a generator in order to give back to the entire village the electricity service until the repairs are completed on the generators.

#### **OBJECTIVE**

Provide ASC with rental services of an 800 kW generator on a continuous basis in order to supply the entire community in the event of a major breakdown on the existing groups. This generator will be used until the necessary repairs to the plant's existing generators are completed.

#### **GENERATOR RENTAL**

Provide, as and when required, an 800 kW continuous emergency generator (347-600 volts, 3 phases, 60 Hz) mounted in a transportable trailer with power cables according to the generator's capacity and having a minimum length of 100 feet to allow connection to the control cabinet. The trailer must have a day tank with a capacity of 24 hours of operation at full load. The trailer must also have an electric pump to transfer fuel from the storage tanks to the day tank. The flexible conduit between the storage tanks and the trailer is provided by ASC.

N.B Electrical and fuel connection work is not included as part of this scope of work. Following delivery of the generator to the power plant site, the connection manager will proceed with the connection of the fuel supply and the connection of the power cables in the control cabinet.

#### **TRAINING**

The supplier must offer training in English on the operation of the generator to the power plant operator as well as to the company representative responsible for the electrical and fuel connection of the generator at the time of delivery. If a manual is required, the supplier must provide it.

#### **START-UP**

The supplier will be responsible for the generator start-up following the training.

#### **RESPONSE DELAY**

The Contractor must, within 12 hours of the receipt of the call-up from the ASC Representative, proceed with the transportation and installation of the emergency generator to the Barriere Lake Power Plant, Rapid Lake Indian Reserve, Parc de la Vérendrye, Quebec, Qc, G0W 1T0.

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File No. - N° du dossier  
MTA-0-43145

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MTA405  
CCC No./N° CCC - FMS No./N° VME

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As soon as all the generating sets at the plant are back in operation, it will no longer be necessary to keep the emergency generator on site. Within 24 hours of the written request of the SAC representative, the Supplier must come to the site to pick up the emergency generator.

The emergency generator will be ready for return as the electrical and fuel supply will have been disconnected.

#### **CLIENT DEPARTMENT SUPPORT**

The ASC representative will ensure the availability of the local person in charge (the operator) of the thermal power plant, as well as the presence of the contractor responsible for the electrical and fuel connections in order to facilitate the work of the contractor.

**ANNEX "B"**  
**BASIS OF PAYMENT**

Item	Item description	Estimated annual quantity (for evaluation purposes only)	Unit price *	
			Base period : (2 YEARS) From January 1, 2021 to December 31, 2022	Option period : (1 YEAR) From January 1, 2023 to December 31, 2023
1	Delivery of generator to the Barriere Lake plant site including cables	2	\$ _____	\$ _____
2	Weekly rental fee (24 hour mode)	1	\$ _____ / week	\$ _____ / week
3	Monthly rental fee (24 hour mode)	1	\$ _____ / month	\$ _____ / month
4	Weekly rental fee (standby mode)	4	\$ _____ / week	\$ _____ / week
5	Monthly rental fee (standby mode)	2	\$ _____ / month	\$ _____ / month
6	Maintenance fee (oil change)	12	\$ _____	\$ _____
7	Pick-up of the generator from Barriere Lake plant site	2	\$ _____	\$ _____
8	Training including manual if required	1	\$ _____	\$ _____
<b>TOTAL FOR FINANCIAL EVALUATION (A + B)</b>			\$ _____ <b>(A)</b>	\$ _____ <b>(B)</b>

\* If price is offered in a currency other than \$CAD, please indicate foreign currency: \_\_\_\_\_

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MTA-0-43145

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## **ANNEX “C” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

*TO BE COMPLETED BY THE OFFEROR*

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)