



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

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

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA  
Ontario

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

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Office Trailer Rental – Northern On Office Trailer Rental – Northern Ontario	
<b>Solicitation No. - N° de l'invitation</b> E6TOR-20RM09/E	<b>Date</b> 2021-03-31
<b>Client Reference No. - N° de référence du client</b> E6TOR-20-RM09	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-510-8375
<b>File No. - N° de dossier</b> KIN-0-54100 (510)	<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 Daylight Saving Time EDT <b>on - le 2021-05-03</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Barltrop, David	<b>Buyer Id - Id de l'acheteur</b> kin510
<b>Telephone No. - N° de téléphone</b> (613)328-1650 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Various Federal Government Department and Agencies with Ontario Region (Excluding National Capital Region)	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address 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 (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	3
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS .....	5
2.3 FORMER PUBLIC SERVANT .....	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	7
2.5 APPLICABLE LAWS .....	7
2.6 BID CHALLENGE AND RECOURSE MECHANISMS .....	7
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>8</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	8
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES .....	9
4.2 BASIS OF SELECTION.....	10
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>11</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	11
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	11
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>12</b>
<b>A. STANDING OFFER.....</b>	<b>12</b>
6.1 OFFER .....	12
6.2 SECURITY REQUIREMENTS .....	12
6.3 STANDARD CLAUSES AND CONDITIONS .....	12
6.4 TERM OF STANDING OFFER.....	12
6.5 AUTHORITIES .....	13
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	13
6.7 IDENTIFIED USERS .....	13
6.8 CALL-UP INSTRUMENT .....	14
6.9 LIMITATION OF CALL-UPS.....	14
6.10 PRIORITY OF DOCUMENTS.....	14
6.11 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	14
6.12 APPLICABLE LAWS .....	15
6.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	15
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>16</b>
6.1 REQUIREMENT .....	16
6.2 STANDARD CLAUSES AND CONDITIONS .....	16
6.3 TERM OF CONTRACT .....	16
6.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	16
6.5 PAYMENT .....	16
6.6 INVOICING INSTRUCTIONS .....	17
6.7 INSURANCE REQUIREMENTS.....	17
6.8 SACC MANUAL CLAUSES .....	17
6.9 DISPUTE RESOLUTION .....	17

Solicitation No. - N° de l'invitation  
E6TOR-20RM09/E  
Client Ref. No. - N° de réf. du client  
E6TOR-20-RM09

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54100

Buyer ID - Id de l'acheteur  
kin510  
CCC No./N° CCC - FMS No./N° VME

---

<b>ANNEX "A"</b> .....	<b>19</b>
REQUIREMENT .....	19
<b>ANNEX "A-1"</b> .....	<b>24</b>
WALL MOUNTED TELECOMMUNICATION CABINET & BACKER BOARD SPECIFICATIONS .....	24
<b>ANNEX "B"</b> .....	<b>25</b>
BASIS OF PAYMENT .....	25
<b>ANNEX "C"</b> .....	<b>26</b>
INSURANCE REQUIREMENTS .....	26
<b>ANNEX "D" TO PART 3 OF THE REQUEST FOR STANDING OFFERS</b> .....	<b>28</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	28

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## **PART 1 - GENERAL INFORMATION**

This bid solicitation cancels and supersedes previous bid solicitation number E6TOR-20RM09/B dated 2021-02-15 with a closing of 2021-03-29 at 2:00 pm. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:  
6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  
  
6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

### **1.2 Summary**

Canada has a requirement to establish a Regional Master Standing Offer (RMSO) to provide all labour, materials and equipment for the supply, delivery, block up and removal of various sizes of office/lavatory/shower trailers to Authorized Users in the Northern Ontario region. The Northern Ontario region refers to all localities within the province of Ontario with postal codes beginning with the letter P.

It is the intention of the Crown to issue up to five (5) Standing Offers.

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.

Solicitation No. - N° de l'invitation  
E6TOR-20RM09/E  
Client Ref. No. - N° de réf. du client  
E6TOR-20-RM09

Amd. No. - N° de la modif.  
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#### **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**

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. Subsection 03 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

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

Delete: 60 days  
Insert: 120 days

### **2.2 Submission of Offers**

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

#### **PWGSC Ontario Region Bid Receiving Unit**

Only bids 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.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orreceptiondessoumissions-orbidreceiving.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 Instructions [2006](#), or to send bids through an epost Connect message if the bidder 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 solicitation closing date.

Offers transmitted 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 Seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## 2.5 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 Ontario.

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

## 2.6 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: 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 "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 (2013-11-06), Exchange Rate Fluctuation

#### **Section II: Certifications**

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

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## **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**

##### **4.1.1.1 Mandatory Financial Criteria**

Any offer which fails to meet the following mandatory requirements will be deemed nonresponsive and will receive no further consideration.

The Offeror must complete and submit with its offer, Annex B (Excel File attached).

For Pricing Basis A1, unit prices must be provided for all sections (Delivery, Relocation, Monthly Rental and Purchase) and all years related to each Trailer Type that the Offeror is submitting an offer for.

For Pricing Basis A2, unit prices must be provided for all line items for all years.

For Pricing Basis B, the Offeror must provide:

a percentage of the rental that that will be credited towards the purchase of the trailer;  
a maximum percentage of the unit price.

Pricing Basis B will not be evaluated.

##### **4.1.1.2 Financial Evaluation**

The offers will be reviewed based on the number of line items submitted by each Offeror. The five (5) offers with the highest number of line items submitted will be deemed qualified offers and will be evaluated on a line item basis. All other offers will not be evaluated. Each line item will be evaluated separately, with the lowest Evaluated Price being awarded the specific line item. The Offeror's Evaluated Price will be calculated as follows:

###### **Pricing Basis A1:**

For each line item, the Unit Price for each year will be multiplied by the Yearly Estimated Usage for each section (Delivery, Relocation, Monthly Rental and Purchase) to arrive at the Extended Price for each year for that section. The sum of all Extended Prices for all sections for all years for each line item will be the Offeror's Extended Price – Pricing Basis A1 for that line item.

###### **Pricing Basis A2:**

For each line item, the Unit Price for each year will be multiplied by the Yearly Estimated Usage to arrive at the Extended Price for each year. The sum of all Extended Prices for all line items for all years will be the Offeror's Extended Price – Pricing Basis A2.

###### **Evaluated Price:**

For each line item in Pricing Basis A1, the Offeror's Evaluated Price will be the sum of the Offeror's Extended Price – Pricing Basis A1 and the Offeror's Extended Price – Pricing Basis A2.

Solicitation No. - N° de l'invitation  
E6TOR-20RM09/E  
Client Ref. No. - N° de réf. du client  
E6TOR-20-RM09

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54100

Buyer ID - Id de l'acheteur  
kin510  
CCC No./N° CCC - FMS No./N° VME

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#### **4.1.1.3 SACC Manual Clause**

*SACC Manual Clause* **M0220T** (2016-01-28), Evaluation of Price

#### **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.

A maximum of five (5) Standing Offers will be issued.

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

##### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>). Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to the Standing Offer.

#### **6.3 Standard Clauses and Conditions**

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

##### **6.3.1 General Conditions**

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

##### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records, on its provision of goods or services or combination of goods and services to Authorized Users under any and all contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Canada acquisition card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report. The data must be submitted electronically on a quarterly basis to the Standing Offer Authority.

The Quarterly reporting periods are defined as follows:

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

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 2021-06-01 to 2024-05-31.

##### **6.4.2 Option to Purchase**

The Contractor grants to Canada the option to purchase any or all of the leased products at any time during the rental period. In this event, \_\_\_ percent of the rental paid will be credited at the time of purchase up to a maximum of \_\_\_ percent of the unit purchase price detailed below for the applicable item.

Solicitation No. - N° de l'invitation  
E6TOR-20RM09/E  
Client Ref. No. - N° de réf. du client  
E6TOR-20-RM09

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54100

Buyer ID - Id de l'acheteur  
kin510  
CCC No./N° CCC - FMS No./N° VME

Canada may exercise this option at any time by sending a written notice to the Contractor at any time before the Contract expiry date. The option may only be exercised by the Contracting Authority and will be evidenced for administrative purposes only, through a contract amendment.

Unit Purchase Price: As per Annex "B" – Basis of Payment, less credit calculated as per Pricing Basis B – Purchase of Leased Trailers.

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: David Barltrop  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region  
Telephone: 613 328 1650  
E-mail address: [David.Barltrop@tpsgc-pwgsc.gc.ca](mailto:David.Barltrop@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.

### 6.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

### 6.5.3 Offeror's Representative (To be completed by the offeror)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 6.7 Identified Users

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

## 6.8 Call-up Instrument

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

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

or

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

## 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$200,000.00 (Applicable Taxes included).

## 6.10 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, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex D, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_ .

## 6.11 Certifications and Additional Information

### 6.11.1 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.

## **6.12 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 \_\_\_\_\_.

## **6.13 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.

### **6.1 Requirement**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

[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](#) (2020-05-28), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period of the contract is from delivery date plus an additional two (2) months.

#### **6.3.2 Delivery Date**

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

### **6.4 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.

### **6.5 Payment**

#### **6.5.1 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(s)*, as specified in Annex B for a cost of \$ \_\_\_\_\_. Customs duties are *included* and Applicable Taxes are extra.

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

#### **6.5.2 Monthly Payment – Rentals**

*SACC Manual* clause H1008C (2008-05-12) Monthly Payment

#### **6.5.3 Single Payment – Purchases**

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

#### **6.5.4 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);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.6 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **6.7 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **6.8 SACC Manual Clauses**

A9062C (2011-05-16) Canadian Forces Site Regulations  
A9065C (2006-06-16) Identification Badge  
B1501C (2018-06-21) Electrical Equipment

#### **6.9 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

Solicitation No. - N° de l'invitation  
E6TOR-20RM09/E  
Client Ref. No. - N° de réf. du client  
E6TOR-20-RM09

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54100

Buyer ID - Id de l'acheteur  
kin510  
CCC No./N° CCC - FMS No./N° VME

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- (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](#)".

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**ANNEX "A"**  
**REQUIREMENT**

**TRAILER RENTALS**

**PART 1 - GENERAL REQUIREMENTS**

**1.1 Description of the Work**

The work comprises the furnishing of all labour, materials and equipment to supply, transport, level and block rental trailers at various Federal Government Department locations within the Northern Ontario region. The Northern Ontario region refers to all localities within the province of Ontario with postal codes beginning with the letter P.

1.2 Definitions – Contractor is defined as the owner of the trailer equipment.

**2. Work Included**

2.1 The Offeror must Supply and Install office and shower/lavatory trailers as follows:

- (a) Transport of trailers to and from designated sites
- (b) Blocking and leveling of all equipment on site.
- (c) Comprehensive insurance must be provided by Supplier
- (d) Repairs not the fault of User to be rectified by Supplier
- (e) Size of trailers must be requested on 942 Call-up document
- (f) All trailers must be equipped with central air and heat
- (g) All shower/lavatory trailers must be equipped with electric hot water tank
- (h) Installation of access steps/platforms.

**3. Electrical**

- 3.1 All trailers must be supplied with overhead electrical masts and meter base.
- 3.2 Power connection will be completed by CONSIGNEE

**4. Inspection**

4.1 Each trailer must be inspected prior to Handover to user and inventory of condition completed.

**5. Work Excluded**

5.1 Connection of power, plumbing, sewage and water. All electrical and plumbing hook ups will be the responsibility of the Site Authority.

**6. Codes**

6.1 Stand Alone Trailer construction must conform to the latest editions of the National Building Code of Canada (NBC), Canadian Plumbing Code, Canadian Electrical Code and any other code of provincial or local application provided that any case of conflict or discrepancy, the more stringent requirements will apply.

6.2 Stand Alone Trailer access must conform to the latest National Building Code of Canada latest edition.

**7 Site Access**

7.1 Upon entering a National Defence Base or Correctional Services Institution, the Offeror has voluntarily consented to a search of his vehicle and its contents while on any part of said establishments, by the designated inspection authority.

7.2 The purpose of any search conducted is to ensure the security authority of the site and/or material or classified information belonged to the Canadian Armed Forces or Correctional Services Institution.

7.3 The Project Authority will coordinate arrangements for the Offeror to be briefed on Fire Safety at their pre-work conference by the appropriate Fire Chief or designated personnel, before any work is commenced.

## **PART 2 – PRODUCTS**

The trailers must be equipped with adequate windows, a minimum of (2) exterior doors, steps and platforms, overhead electrical masts and telephone sockets every 8'.

### **1. Standard Trailer Construction**

The trailer must be, as a minimum, of standard commercial construction (as described below)

1.1 Each trailer provided must not be more than five (5) years old from the date of delivery.

1.2 Floor: minimum R-20 fibreglass batt, insulation, 5/8" TG plywood sub-floor with resilient tile floor covering. (sealed and waxed).

1.3 Roof: minimum 1/2" plywood sheathing, minimum 47 mil PVC roofing membrane, minimum R-28 fibreglass batt insulation with 6 mil poly vapour barrier, sealed at openings and joints.

1.4 Ceilings: 1/2" pre-finished ceiling with flame-spread rating of 75. Nominal ceiling height of 8'.

(a) Commercial: Class "A" suspended ceiling, 2' x 4' white

1.5 Exterior walls: 2" x 4" studs #2 or better, 16" o.c. Max., R-13 fibreglass insulation c/w 6 mil poly vapour barrier, 3/8 plywood sheathing, 30 gauge steel exterior, with deep fascia profile.

1.6 Commercial: Interior walls, 2" x 4" studs #2 or better, 16" o.c max., wall height minimum 8', fibreglass sound batt insulation, 1/2" gypsum board type "x".

1.7 Exterior doors: 36" x 80" flat slab metal insulated doors c/w lites (any type of window or glass), weather stripping, with keyed lockset (two (2) keys). One door on 10' x 32' or smaller units, two doors on all other sized.

(a) Commercial, Main entrance: 36" x 80" French style with two 16" sidelights, metal insulated door, with security hinges. Automatic door closer and weather stripping. Keyed dead bolt and Keyed lockset (two (2) keys).

1.8 Interior doors: office - 36" x 80" hollow core with keyed locksets (two (2) keys). Washroom - 30" x 80" hollow core wood door, Colonial style, with keyed locksets (two (2) keys).

1.9 Windows: 30"w x 40"h thermal horizontal sliders c/w fly screen and drip cap.

(a) Commercial: side wall, 48"w x 60"h thermal combo fix/horizontal 12" sliders at bottom, white Aluminum, c/w fly screen and drip cap.

1.10 Electric, CSA approved: 120/240 Vole, single phase, 3 wire, 60hz service, 24 circuit panel interior mounted panel with 100A main breaker sized for design load, pre-wired mast and meter base. Cooper conductors, interior lighting to provide minimum of 80 foot candles. Wall mounted incandescent at each exterior door. 15 amp 120 volt duplex, regular and dedicated circuits as indicated by Project Authority.

(a) Commercial: 2' x 4' - 4 tubes recessed 34w fixtures with acrylic diffusers. Exterior, recessed pot lights 75 watt with black diffuser liner at recessed entrance and end wall roof projections; complete with exterior grade bulb.

(b) The trailers must be equipped with an electrical panel, ample fluorescent lighting and duplex receptacles in accordance with the trailer size and configuration. The wire and wiring devices must be CSA approved and installation in accordance with the Canadian Electrical Code.

1.11 HVAC: designed to conform to national Building Code and applicable ASHRAE standards. Sized for appropriate sizes of trailer. The Trailers must be equipped with suitable heating and air conditioning units.

1.12 Plumbing (washroom units): water supply - Type "L" copper piping, ABS waste lines, white vitreous china water closet with insulated reservoir and elongated open front seat. White vitreous china wall hung lavatory with faucet set. Ceiling mounted combo light/fan (sized are per code) with exterior exhaust. Toilet paper holder and mirror as per code. Provide shut-off valves at all fixtures. The trailers must be equipped with suitable hot water tank(s) appropriate to the size and use of the trailer.

(a) Water Heater: 6 gallon / 120V set at 120 degrees Fahrenheit

(b) Washroom to have 500 watt baseboard heaters with integrated thermostat.

(c) GFI receptacles.

1.13 Access: Each trailer door must include Basic barrier free access by means of ingress/egress. Construction must also consist of a set of metal stairs c/w landing and rails at each door. The basic type of ingress/egress must meet applicable codes. Specifically the National Building Code of Canada 2010 Volume 2, Section 9.8, "Stairs, Ramps, Handrails and Guards".

1.14 Telephone and Data: The trailers must be equipped with Telephone and Data 50 x 100mm (4" x 4") metal J-Box with 27mm EMT conduit stubbed into the suspended ceiling space, with blank cover plate, placed in conjunction with receptacles. Install pull cords with empty conduits.

1.15 Reversed Wall Mount Cabinet: Trailers other than those designated as shower/lavatory must include a reversed wall mount cabinet. The cabinet front door must be lockable and made of solid metal. An acrylic face is unacceptable. The rear 4" section is fixed to the wall, allowing equipment to be mounted inside the deep mid-section.

Reversed Wall Mount Cabinet Design Specifications must include:

(a) Fully welded 14 ga. Steel construction

(b) Top and bottom cut-outs for fans or cable entry

(c) Lockable front door

(d) Locking swing out mid-section

(e) Adjustable panel mounting angles

(f) Cabinet is capable of being inverted to allow either left or right side opening

(g) Extra deep frame for large equipment with an overall depth of a minimum 25".

(h) Louvers on the side or provided on the metal front face of the door are acceptable

(i) A 19" rackmount.

The telecom cabinet and backer board must be installed as per the specifications identified under Appendix "A-1" - Wall Mounted Telecom Cabinet & Backer Board Specifications.

1.16 Telecom Cabinet and Backer Board: Trailers other than those designated as shower/lavatory must include a 3/4" plywood from floor to ceiling telecom cabinet and backer board. It must be painted with two (2) Coats of fire retardant paint.

## **2. Requirements**

2.1 All trailers must include steps and railings.

2.2 All trailers must have installed a 10lbs ABC serviceable fire extinguishers at each door.

## **PART 3 – EXECUTION**

### **1. Service Calls**

Service Calls are defined as any work associated with the Standing Offer as detailed in Annex "A".

1.1 The Offeror must provide service when requested five (5) days per week, Monday to Friday, except holidays. Regular hours are from 07:30 a.m. To 4:00 p.m.

1.2 The Offeror must advise the Project Authority of the telephone number at which the Offeror representatives may be contracted.

1.3 The Offeror must complete all work to the satisfaction of the Project Authority.

### **2. Work Schedule**

3.1 Upon issuance of the call-up, the Offeror must submit a schedule for the work indicating anticipated progress within the required completion time as requested by the Project Authority.

3.2 When the schedule has been approved by the Project authority, the Offeror must take necessary measures to complete within the scheduled time. The schedule must not be altered without Project Authority approval.

### **3. Workmanship**

3.1 Work must be neat, accurately fitted and finished in accordance with best trade practices. Install all materials in strict accordance with manufacturer's recommendations.

### **4. Additional Drawings**

4.1 Project Authority may furnish additional drawings to assist in the proper execution of work. These will be issued for clarification purposes only. Such drawings must have the same meaning and intent as if they were included with the original drawings.

### **5. Use of Facilities**

5.1 The Offeror must take all necessary precautions to protect and prevent damage to any structures and all surrounding property and installations. Damage caused by the Offeror must be made good without undue delay, to the satisfaction of the Project Authority.

5.2 Confine apparatus and operation of workers to limits as directed by the Project Authority.

Solicitation No. - N° de l'invitation  
E6TOR-20RM09/E  
Client Ref. No. - N° de réf. du client  
E6TOR-20-RM09

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54100

Buyer ID - Id de l'acheteur  
kin510  
CCC No./N° CCC - FMS No./N° VME

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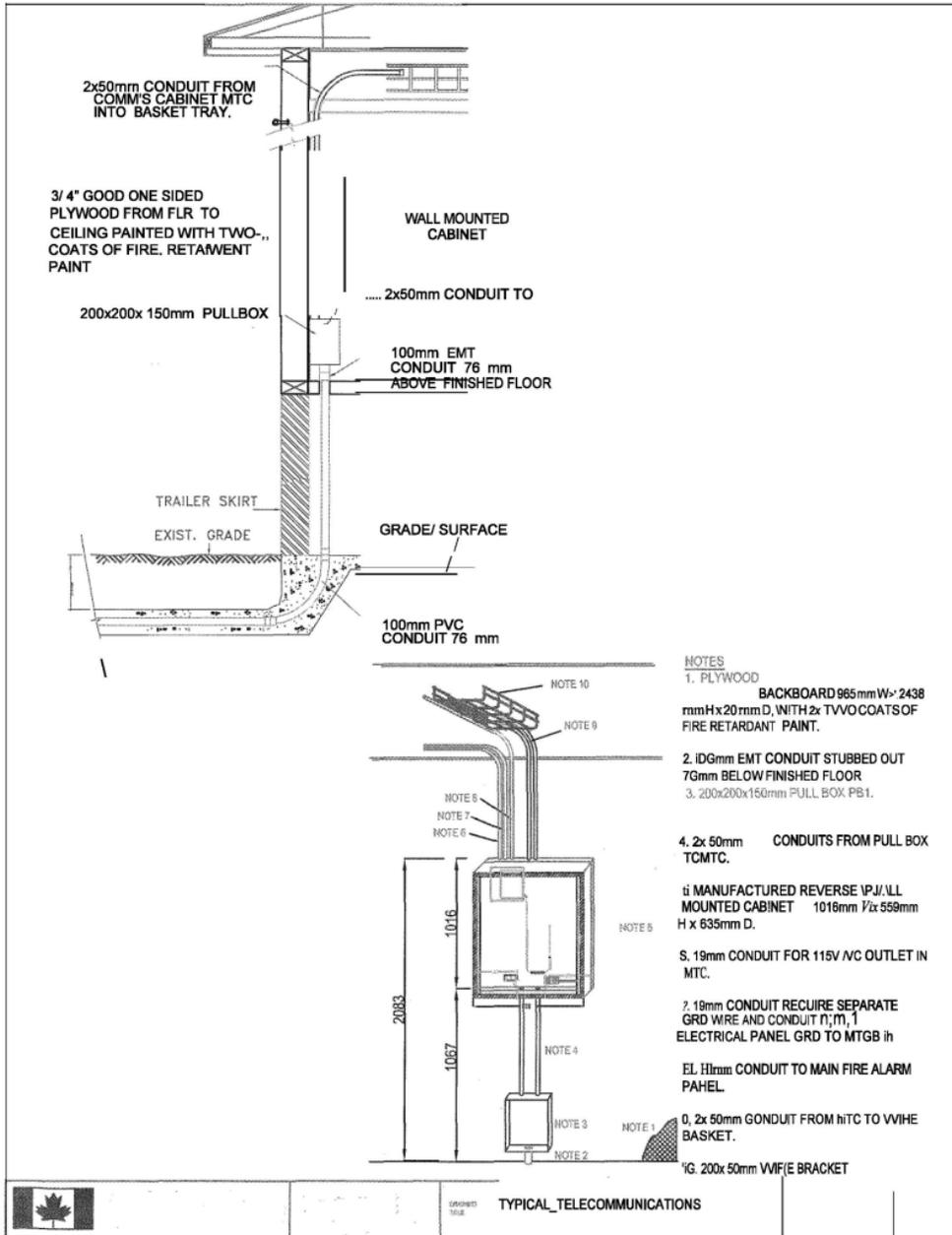
## **6. Environmental Protection**

6.1 Offeror must comply with all Federal, Provincial or Municipal regulatory requirements guidelines for environmental protection and Natural Resource conservation.

**ANNEX "A-1"**

**WALL MOUNTED TELECOMMUNICATION CABINET & BACKER BOARD SPECIFICATIONS**

ANNEX A-1



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## ANNEX "B"

### BASIS OF PAYMENT

#### Pricing Periods:

**Year 1: June 1, 2021 to May 31, 2022**

**Year 2: June 1, 2022 to May 31, 2023**

**Year 3: June 1, 2023 to May 31, 2024**

#### 1) General Information

The contractor must supply all labour, equipment, material and transportation to supply & set in place office trailers as per specification attached hereto as Annex "A"

Firm unit prices in Canadian funds including Canadian customs duties, excise taxes, and F.O.B. Destination, applicable taxes are extra.

*Estimated Usages are for evaluation purposes only. All information in italics will be removed for any resultant contract.*

#### Definition of a Month/Proration

A month is defined as a period of either 28, 30 or 31 calendar days commencing on the 1st day of each calendar month. Payment for trailers delivered or removed during the calendar month will be prorated to reflect actual rental days in accordance with the following formula:

a) For months with 31 days the calculation will be as follows:

Monthly Rental Rate, divided by 31, times the number of days for which the trailer is on site and available for use.

b) For months with 30 days the calculation will be as follows:

Monthly Rental Rate, divided by 30, times the number of days for which the trailer is on site and available for use.

c) For months with 28 days the calculation will be as follows:

Monthly Rental Rate, divided by 28, times the number of days for which the trailer is on site and available for use.

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## ANNEX "C"

### INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

Solicitation No. - N° de l'invitation  
E6TOR-20RM09/E  
Client Ref. No. - N° de réf. du client  
E6TOR-20-RM09

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54100

Buyer ID - Id de l'acheteur  
kin510  
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*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Solicitation No. - N° de l'invitation  
E6TOR-20RM09/E  
Client Ref. No. - N° de réf. du client  
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Amd. No. - N° de la modif.  
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Buyer ID - Id de l'acheteur  
kin510  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "D" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

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