

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1  
Bid Fax: (204) 983-0338

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

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada - Western  
Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

<b>Title - Sujet</b> RISO - RENTAL TOOLS & EQUIPMENT	
<b>Solicitation No. - N° de l'invitation</b> W0118-12S027/A	<b>Date</b> 2012-03-20
<b>Client Reference No. - N° de référence du client</b> W0118-12S027	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$WPG-307-7968
<b>File No. - N° de dossier</b> WPG-1-34454 (307)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-30</b>	
<b>Time Zone Fuseau horaire</b> Central Daylight Saving Time CDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Orton, Deb	<b>Buyer Id - Id de l'acheteur</b> wpg307
<b>Telephone No. - N° de téléphone</b> (204)983-5007 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE "SEE HEREIN"	
<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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Solicitation No. - N° de l'invitation

W0118-12S027/A

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-1-34454

Buyer ID - Id de l'acheteur

wpg307

Client Ref. No. - N° de réf. du client

W0118-12S027

CCC No./N° CCC - FMS No/ N° VME

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**REQUEST FOR STANDING OFFER FOR**  
**RENTAL OF TOOLS & EQUIPMENT**  
**(For Canadian Forces Base in Shilo, MB.)**

**PART 1**  
**GENERAL INFORMATION**

**1. INTRODUCTION**

The Request for Standing Offers (RFSO) template is divided into six parts:

- (i) *Part 1, General Information*; provides a general description of the requirement;
- (ii) *Part 2, Offeror Instructions*; provides the instructions applicable to the clauses and conditions of the RFSO and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts of the RFSO;
- (iii) *Part 3, Offer Preparation Instructions*; provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- (iv) *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, the security requirement, if applicable, and the basis of selection;
- (v) *Part 5, Certifications*, includes the certifications to be provided;
- (vi) *Part 6*:
  - 6A, Standing Offer*; includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, Resulting Contract Clauses*; includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer; and

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

**2. SUMMARY**

To provide the rental and delivery of miscellaneous light construction equipment, materials, and tools on an as required basis, as detailed in the Requirement (attached hereto as Annex "A"), to the Department of National Defence, Canadian Forces Base Shilo, in Shilo, Manitoba and Brandon Armouries, Brandon, Manitoba.

The period of the Standing Offer Agreement (SOA) is **from 01 May 2012 to 30 April 2013 inclusive** with Canada retaining an irrevocable option to extend the SOA for an additional two (2) consecutive twelve (12) month periods. Work shall be completed in accordance with the Requirement and Terms and Conditions specified herein.

Delivery is FOB destination, including all shipping and offloading charges, in accordance with the terms and conditions as detailed herein.

### 3. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

### 4. DEBRIEFINGS

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

## **PART 2** **OFFEROR INSTRUCTIONS**

### 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 <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp> 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 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements**, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days  
Insert: ninety (90) days

#### 1.1 SACC Manual Clauses

M0019T	Firm Price and/or Rates	2007-05-25
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### 2. SUBMISSION OF OFFERS

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or electronic mail to PWGSC will not be accepted.

### 3. 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### **4. APPLICABLE LAWS**

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

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

### **PART 3** **OFFER PREPARATION INSTRUCTIONS**

#### **1. OFFER PREPARATION INSTRUCTIONS**

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (3 hard copies)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>.

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To assist Canada in reaching its objectives, offerors are encouraged to:

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

**Section I: Technical Offer**

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

**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

**Payment by Credit Card**

Canada requests that offerors complete one of the following:

- (a)  Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA

Master Card

- (b)  Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

**Section III: Certifications**

Offerors must submit the certifications required under Part 5.

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**PART 4**  
**EVALUATION PROCEDURES AND BASIS OF SELECTION**

**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.

**1.1. Mandatory Criteria at Bid Closing**

Failure to meet any of the following mandatory criteria at bid closing will render your submission non-responsive and it will be given no further consideration.

- a) Acceptance of PWGSC General Conditions and Resulting Contract Clauses contained in this solicitation.
- b) Ability to perform the full scope of the work described in Annex "A" - Requirement
- c) Provision of pricing as requested in Annex B, Basis of Payment.

**1.2 Mandatory Criteria Prior to Contract Award**

These criteria must be met prior to the issuance of a standing offer. Failure to meet any of the following mandatory criteria will render your submission non-responsive and it will be given no further consideration. For your submission to be considered responsive, you must meet these conditions within five (5) days of a request by the Contracting Authority.

- a) Compliance with certification requirements as per Part 5, Certifications Precedent to Issuance of a Standing Offer:
  - i) Federal Contractors Program for Employment Equity - Certification
  - ii) Former Public Servant Certification

**1.3 Financial Evaluation**

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

**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.

**2.1 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.

**3. SECURITY REQUIREMENT**

There is no security requirement associated with the requirement.

## **PART 5** **CERTIFICATIONS**

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### **1. CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER**

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

#### **1.1 Federal Contractors Program for Employment Equity - Certification - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a)  is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b)  is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c)  is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.

## 1.2 Former Public Servant Certification

Contracts with 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 with FPS, offerors must provide the information required below.

### 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, in the context of the fee abatement formula, 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

Is the Offeror a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

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### Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

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

**A. STANDING OFFER**

**1. OFFER**

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

**2. SECURITY REQUIREMENT**

There is no security requirement associated with the requirement.

**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 issued by Public Works and Government Services Canada. <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

**3.1 General Conditions**

**2005 (2012-03-02) General Conditions - Standing Offers** - Goods or Services, apply to and form part of the Standing Offer.

**3.2 Standing Offers Reporting**

**Periodic Usage Reports - Standing Offer**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Appendix "1". 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 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.

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

#### **4. TERM OF STANDING OFFER**

##### **4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from **01 May 2012 to 31 April 2013 inclusive.**

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two consecutive twelve month periods, from 01 May 2013 to 31 April 2015 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 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **5. AUTHORITIES**

##### **5.1 Standing Offer Authority**

Deborah Orton, Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
100-167 Lombard Avenue  
Winnipeg, MB R3C 2Z1

Telephone: (204) 983-5007 Facsimile: (204) 983-7796  
E-mail address: deb.orton@pwgsc-tpsgc.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.

##### **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.

**5.3 Offeror's Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Procurement Business Number (PBN): \_\_\_\_\_ PG \_\_\_\_\_  
(REF: Standard Instructions 2006 Section 2)

**6. IDENTIFIED USERS**

The Identified User authorized to make call-ups against the Standing Offer is : \_\_TBD\_\_.

**7. CALL-UP INSTRUMENT**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.

**8. LIMITATION OF CALL-UPS**

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

**9. FINANCIAL LIMITATION**

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$\_\_TBD\_\_ (Goods and Services Tax or Harmonized Sales Tax 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 four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

**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 - Standing Offers - Goods or Services 2005 (2012-03-02);
- d) the General Conditions - Services (Medium Complexity) 2010C (2012-03-02);
- e) Annex "A", Requirement;
- f) Annex "B", Basis of Payment; and
- g) the Offeror's offer \_\_\_TBD\_\_\_ (*insert date of offer*)

## 11. CERTIFICATIONS

### 11.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### 11.2 SACC Manual Clauses

M3800C                      Estimates                      2006-08-15

## 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 Manitoba.

## 13. INSURANCE

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **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.

### 1. STATEMENT OF WORK

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

### 2. STANDARD CLAUSES AND CONDITIONS

#### 2.1 General Conditions

2010C (2012-03-02) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 3. TERM OF CONTRACT

#### 3.1 Period of the Contract

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

#### 3.2 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, 60 percent of the rental paid will be credited at the time of purchase up to a maximum of 100 percent of the unit purchase price detailed below for the applicable item.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days 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.

### 4. PAYMENT

#### 4.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex "A". Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

#### 4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_TBD\_\_. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 4.3 SACC Manual Clauses

H1001C	Multiple Payments	2008-05-12
A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C2605C	Canadian Customs Duty and Sales Tax - Foreign-Based Contractor	2008-05-12

#### 4.4 Payment by Credit Card

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

### 5. INVOICING INSTRUCTIONS

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

Each invoice must be supported by/include:

- Name, address and telephone number of the Supplier;
- Invoice serial number and date;
- Standing Offer number and Call-Up number;
- Work Order number (if provided);
- Description of item(s) supplied in accordance with unit prices specified in the Standing Offer;
- Material list, supported by copies of the contractor's paid invoices;
- GST as a separate line item;
- Total Invoice amount; and
- Delivery receipt signed by the Engineer's representative

Invoices must be distributed as follows:

- The original and two (2) copies must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 6. SACC MANUAL CLAUSES

A9062C	Site Regulations	2011-05-16
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16
M3000C	Price Lists	2006-08-15

**STATEMENT OF WORK****1. DESCRIPTION OF WORK**

- .1 Work under this Standing Offer covers the rental of tools and equipment, including delivery, pick-up, and supply of non-reusable accessories, on an "as requested" basis for Brandon Armouries, Brandon, Manitoba and Canadian Forces Base Shilo, Shilo, Manitoba.

**2. LOCATION**

- .1 Points inside and within 25 km of the boundaries of CFB Shilo and within the city of Brandon.
- .2 Terms and conditions of location access shall be specified by the Engineer.

**3. HOURS OF BUSINESS**

- .1 The Offeror shall comply with the normal hours of business in effect at the site during the period of this Standing Offer. Normal hours are from 7:30 a.m. to 4:00 p.m., Monday through Friday.
- .2 Call-ups for rental of tools and/or equipment will be made 48 hours in advance. On occasion, notice may be limited to 8 hours for urgent requests.

**4. PRODUCTION QUALITY**

- .1 The Engineer reserves the right to refuse any tools or equipment which are deemed to be inappropriate, defective or in advanced state of wear.
- .2 The Offeror is liable for all accidents, damage or injury to DND property or persons on DND premises by the equipment where such equipment is defective.

**5. AUTHORIZATION OF WORK**

- .1 Before making a delivery, await receipt from the Engineer's authorized representative of a written request for a "Call-up Against a Standing Offer" CF 942 or a verbal request in the event of an emergency (A CF 942 will follow). Respond to all such requests and only such requests. Payment shall not be issued for deliveries made at the request of unauthorized persons.

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**6. INSPECTION AND CONTROL**

- .1 Contact the Engineer's authorized representative at the time of delivery and have that person sign the delivery report. In the representative's absence, contact the Operations Officer.

**7. REPAIRS**

- .1 Non-rush repairs where equipment returns to the supplier for the repair.
- .2 Urgent repairs performed on rush basis on-site.

**8. PURCHASE**

If the Department of National Defence should desire to purchase any of the equipment it has rented, 60% of the rental charges accrued on that type shall apply to the purchase price. The purchase price shall be established as a percentage of its new price with consideration given to age, condition and usage date.

**9. EQUIPMENT LIST**

- .1 Generator - 100Kw - 120/208 Vac, 3 phase
- .2 Generator - 100Kw - 600 Vac, 3 phase
- .3 Diesel Pump - 6 inch intake/outlet
- .4 Diesel Pump - 4 inch intake/outlet
- .5 Mortar Mixer - 1 yd capacity
- .6 Plate Tamper - Gas - 20 in x 23 inch plate
- .7 Sea Container - 8 ft x 8 ft x 20 ft
- .8 JLG 80 ft knuckle boom 4wd
- .9 JLG 60 ft knuckle boom 4wd
- .10 Scissorlift - electric - 20 ft H x 30 inches W
- .11 Scissorlift - electric - 20 ft H x 32 inches W
- .12 Scissorlift - electric - 26 ft H x 32 inches W
- .13 Scissorlift - electric - 32 ft H x 32 Inches W
- .14 Scissorlift - electric/propane, all-terrain, 33 ft H x 90 inches W

Price lists are required for tools and equipment, not listed above, available to DND on a rental basis.

**ANNEX "B"**

**BASIS OF PAYMENT**

Offerors must complete the Basis of Payment in accordance with the following:

1. Provide pricing for the Standing Offer period and one option period.
2. PRICING must be firm unit pricing, in Canadian funds, for the period of the Standing Offer. Rates MUST include ALL costs associated with providing the requirement in accordance with Annex "A" attached herein, including all shipping and offloading charges, FOB destination to CFB Shilo, Manitoba. GST, if applicable, is extra and to be shown as a separate item on any resulting invoice.
3. Offerors shall provide offers as per the unit of issue requested. It is the responsibility of the offeror to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.
4. Rates quoted must remain firm for the period of the Standing Offer. Payment will be made in accordance with the pricing identified in the Basis of Payment.
5. Should there be an error in the extended pricing of the offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer shall be changed to reflect the quantities stated in this document.

**The financial evaluation will be calculated as follows:**

1. For each line item listed below, the unit price will be multiplied by the estimated quantity = extended price for each period of the Standing Offer.
2. The extended price for each line item below will be added together = subtotal for each period of the Standing Offer
3. The two subtotals will be added together to equal the total evaluated price.  
(Standing Offer Period Pricing + Option Year Pricing = TOTAL EVALUATED PRICE)

**Do you provide additional discounts based on volume** (on per call-up or cumulative basis)?  
\_\_\_\_\_ (Yes or No).

If yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_

**DELIVERY CALL-UPS:**

Although delivery is requested to be made within one (1) week from receipt of a call-up document, the **best delivery that can be offered is \_\_\_ week(s) / day(s) for stocked items and \_\_\_ week (s) / day(s) for non-stocked items.**

Solicitation No. - N° de l'invitation

W0118-12S027/A

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-1-34454

Buyer ID - Id de l'acheteur

wpg307

Client Ref. No. - N° de réf. du client

W0118-12S027

CCC No./N° CCC - FMS No/ N° VME

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Annex "B-1" is available as a PDF electronic attachment on the Government Electronic Tendering System (GETS). **If you would like an MS Excel version of Annex "B-1" please contact the PWGSC Contracting Authority listed below:**

**Deb Orton, Supply Officer**

**Telephone: 204-983-5007**

**Facsimile: 204-983-7796**

**E-mail address: [deb.orton@pwgsc-tpsgc.gc.ca](mailto:deb.orton@pwgsc-tpsgc.gc.ca)**

