

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067**

Request For Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

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

Title - Sujet Heavy Equipment and operator rental	
Solicitation No. - N° de l'invitation E6TOR-12RM04/A	Date 2012-09-22
Client Reference No. - N° de référence du client E6TOR-12RM04	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-519-5931
File No. - N° de dossier KIN-2-38046 (519)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-16	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Choquette, Herb	Buyer Id - Id de l'acheteur kin519
Telephone No. - N° de téléphone (613)536-4874 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: All Federal Government Deptments in the Ontario Region as stated on the call up document	
Security - Sécurité This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement 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 arrangement, the security requirement, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Requirement , the Bid Submission Form and any other annexes.

2. Summary

Request for Supply Arrangements (SA) for Rental of heavy equipment with operator, on behalf of Federal Government Departments located in the Ontario Region. This equipment shall include but not be limited to: backhoes, bulldozers, excavators, vacuum and flusher trucks, loaders, trenchers, gradealls, dump trucks, cranes, 4wd outdoor forklifts and floats used to transport the heavy equipment. There is no pricing requested in this document as it will be used to pre-qualify bidders (by issuing Supply Arrangements) for future requests for quotations. The issuing of supply arrangements will be an ongoing process. The supply arrangement should be issued within one week from when the bid is submitted and determined to be compliant. Only supply arrangement holders will receive requests for quotations from Federal Government departments or agencies using this supply arrangement. There is no minimum call-up value. Individual call-ups including all amendments and Harmonized Sales Tax, must not exceed \$60,000 for the Department of National Defence and \$100,000 for all other identified users. The resulting Supply Arrangement must not to be used when other trades standing offers or contracts are required to complete the project. The General Contractor Supply Arrangement or other procurement tools must be used in place of this Supply Arrangement when multiple trades are required to complete the project.

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

Solicitation No. - N° de l'invitation

E6TOR-12RM04/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin519

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

E6TOR-12RM04

File No. - N° du dossier

KIN-2-38046

CCC No./N° CCC - FMS No/ N° VME

3. Canadian Content

The goods and/or services covered by the Supply Arrangement may be limited to Canadian goods and/or services as defined in clause A3050T.

SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

4. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 2012-07-11 Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

The text under Subsection 4 of Section 01 Code of Conduct and Certifications of 2008 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 Code of Conduct and Certifications of 2008 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation

2. Submission of Arrangements

Arrangements 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 Supply Arrangements.

3. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than (5) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers 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 suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

4. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (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 Supply Arrangements.

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>). To assist Canada in reaching its objectives, suppliers 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, duotangs or binders.

Section I: Certifications

Suppliers must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- (b) This procurement is limited to Canadian goods and Canadian services.

2. Basis of Selection

PWGSC will issue a Supply Arrangement to a supplier that provides a completed Bid Submission Form (located in Annex "B") and the certifications required in Part 5.

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

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

1. Code of Conduct Certifications Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Certifications Precedent to Issuance of a Supply Arrangement

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

2.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a supply arrangement. If the Supplier, or, if the Supplier is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a supply arrangement.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 the reduction of their workforce to less than 100 employees. Any arrangements from ineligible contractors, including an arrangement from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.*

2. If the Supplier does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

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

The Supplier 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 the 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), in which case a duly signed certificate of commitment is attached;

(d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

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

2.2 Bidder's Procurement Business Number (PBN) _____

Canadian suppliers are required to have a Procurement Business Number (PBN) before issuance of a Supply Arrangement. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website. For non-Internet registration, suppliers may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

2.3 Canadian Content

SACC Manual clause A3050T 2010-01-11 Canadian Content Definition

2.3.1 Canadian Content Certification

This procurement is limited to Canadian goods and Canadian services.

The Bidder certifies that:

- () a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

2.4 Former Public Servant Certification

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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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 Pension Continuation 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 Supplier a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Supplier must provide the following information:

name of former public servant;

date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Supplier must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

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 the arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in Statement of Requirement at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) 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.

2.1 General Conditions

2020 (07/16/2012) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

The text under paragraph 16 Code of Conduct and Certifications of 2020 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

2.2 Supply Arrangement Reporting

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

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex "A". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis *to the Supply Arrangement Authority*.

The quarterly reporting periods are defined as follows:

1st quarter: July 2012 to March 31;

2nd quarter: April 1 to June 30;

3rd quarter: July 1 to September 30;

4th quarter: October 1 to December 31.

The data must be submitted to the Supply Arrangement Authority no later than 60 days calendar days after the end of the reporting period

3. Term of Supply Arrangement

3.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from issuance to 31 March 2014.

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the Supply Arrangement begins October 1, 2012

4. Authorities

4.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Herb Choquette

Title: Team Leader

Public Works and Government Services Canada

Acquisitions Branch

Address: 86 Clarence St. 2nd Floor

Telephone: 613-536-4874

Facsimile: 613-545-8067

E-mail address: Herb.Choquette@pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

4.2 Supplier's Representative (Supplier to fill in)

Name: _____

Title _____

Phone # _____

Fax# _____

Email Address: _____

5. Identified Users

The Identified Users authorized to make call-ups against the Supply Arrangement include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

6. 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 articles of the Supply Arrangement;
- (b) the general conditions 2020 2012-03-02, General Conditions - Supply Arrangement - Goods or Services
- (c) Annex "A", Statement of Requirement
- (d) the Supplier's arrangement dated _____

7. Certifications

7.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

8. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario

9. Inspection of Contractors Work and Safety Procedure

The Project Authority must inspect the Contractor's Work throughout the duration of the project for compliance with the call-up and the safety procedures in the Contractor's safety plan.

10. Documentation required on Project Files

The Supply Arrangement Authority may randomly review the project files that have been completed using this Supply Arrangement. If the appropriate documents are not included in the project file Supply Arrangement Authority may revoke its delegated authority for the Project Authority to use this Supply Arrangement. The Project Authority must keep on the project file the following information:

- The Request for Quotation (RFQ);
- The bidders responses to the RFQ;
- Original Call up with scope of work;
- Minutes from precommencement meeting between the Project Authority and the Contractor;
- Contractor's Site Specific Safety Plan;
- Log of Daily Inspections of Work;
- Deficiency Reports;
- Final Inspection Report;
- Amendments to scope of work and call-up; and
- All documents related to claims for additional payments, requested by the Contractor.

11. On-going Opportunity for Qualification

A Request for Supply Arrangements will be issued in accordance with the process set out below to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

The Request for Supply Arrangements will remain posted on www.MERX.com until such time as Canada no longer considers it to be advantageous to use it.

12. Limitation of Call-ups

Individual call-ups including all amendments and Harmonized Sales Tax must not exceed \$60,000 for the Department of National Defence and \$100,000 for all other identified users.

13. SACC Clauses:

A9062C, Canadian Forces Site Regulations, dated 2010-01-11;

A9068C, Government Site Regulations, dated 2010-01-11.

B. BID SOLICITATION

1. Establishment of Supply Arrangement For Rotational Sourcing

PWGSC shall supply identified users with the list of Supply Arrangement (SA) Holders. The list shall be sorted in Numerical Order, based on the individual Supply Arrangement number of the SA Holder. It will be the responsibility of the identified users to ensure that any additional Supply Arrangement holders are added to the rotation process as applicable.

2. Bid Solicitation Requirements

2.1 For all requirements up to an estimated value of \$10,000.00, (GST included)

The Identified user must on a rotational basis issue a "Request for Quotation" (RFQ) to at least one SA Holder from the rotational source list provided by PWGSC.

2.2 For all requirements with an estimated value between \$10,001.00 and \$25,000.00 (GST included)

The Identified user must on a rotational basis issue a "Request for Quotation" (RFQ) to at least three SA Holders from the rotational source list provided by PWGSC.

2.3 For all requirements with an estimated value between \$25,001.00, and \$100,000.00 (GST included)

The Identified user must on a rotational basis issue a "Request for Quotation" (RFQ) to all of the SA Holders from the rotational source list provided by PWGSC.

2.4 Example of number of RFQ required to be sent to SA holders

Quantity of SAs issued for area	number of RFQs sent out	Call-up limitation
1	1	\$10,000.00
2	1	\$10,000.00
2	2	\$25,000.00
3	3	\$25,000.00
4	4	\$100,000.00
over 6	6	\$100,000.00

3. Bid Solicitation Documents

The bid solicitation will contain as a minimum the following:

- (a) a complete description of the Work to be performed;
- (b) bid preparation instructions;
- (c) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (d) evaluation procedures and basis of selection;
- (e) conditions of the resulting contract.

4. Bid Solicitation Process

- 4.1 The identified user will create, distribute and evaluate requests for quotation using the following forms for the first page of the bid solicitation document and the first page of the resulting contract document. These forms are available on the Web site:
(http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html)
- PWGSC-TPSGC 9400-3, Bid Solicitation
PWGSC-TPSGC 9400-4, Contract.
- 4.2 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.
- 4.3 The bid solicitation will be sent directly to suppliers by the identified user.
- 4.4 The Supply Arrangement Holder must provide to the location stated in the RFQ their quotation by the date, and time stated in the RFQ
- 4.5 The Identified User will award the contract to the Supply Arrangement Holder who provides the lowest priced compliant quotation.

C. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Supply Arrangement.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Supply Arrangement.

2. Contract Documents Applicable to Call-ups issued against the Supply Arrangement

2.1 The following are the contract documents:

- (a) Contract when signed by Canada;
- (b) Annex F Statement of Work
- (c) Annex A Insurance Requirements
- (d) Drawings and Specifications;
- (e) General Conditions and clauses

GC1 General Provisions	R2810D (2012-07-16);
GC2 Administration of the Contract	R2820D (2012-07-16);
GC3 Execution and Control of the Work	R2830D (2010-01-11);
GC4 Protective Measures	R2840D (2008-05-12);
GC5 Terms of Payment	R2550D (2010-01-11);
GC6 Delays and Changes in the Work	R2860D (2012-07-16);
GC7 Default, Suspension or Termination of Contract	R2870D (2008-05-12);
GC8 Dispute Resolution	R2884D (2008-05-12)
GC9 Insurance	R2590D (2011-05-16);
Fair Wages and Hours of Labour - Labour Conditions	R2940D (2012-07-16);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D (2007-05-25);
Schedules of Wage Rates for Federal Construction Contracts;	
- (f) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (g) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- (h) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2.2 The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

2.3 Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:
http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml.

2.4 The language of the contract documents is the language of the Bid Form submitted

3. Limitation of Liability

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

- 1) The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
- 2) The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a) In respect to each loss for which insurance is to be provided pursuant to GC10.1 "Insurance Contracts" of R2900D, the Commercial General Liability insurance limit for one occurrence as referred to in the "Insurance Terms" of R2910D.
 - b) In respect to losses for which insurance is not required to be provided in accordance with GC10.1 "Insurance Contracts" of R2900D, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.
- 3) The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
- 4) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 5) Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

4. Term of Contract

4.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Supply Arrangement. The Supply Arrangement Holder must provide on-site response to urgent call-ups within 4 hours from receipt of the call-up. The Supply Arrangement Holder must provide on-site response to all other call-ups with 2 working days of receipt of the call-up unless otherwise stated on the call-up document. Due to the volume of work required by the Identified Users the Supply Arrangement Holder must be able to respond to multiple urgent and regular call-ups at the same time.

5. Payment

5.1 Basis of Payment

Payment will only be made in accordance with the Basis of Payment located in the resulting contract.

5.2 Limitation of Price

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 Project Authority before their incorporation into the Work.

5.3 Single Payment

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

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. Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the invoices, receipts and vouchers for all direct expenses;

2. Invoices must be distributed as follows:

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

7. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "B". 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 thirty (30) 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

8. Performance Evaluation

- 1) Supply Arrangement Holder shall take note that the performance of the Supply Arrangement Holder during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Supply Arrangement Holder's performance be considered unsatisfactory, the Supply Arrangement may be set aside and the Supply Arrangement Holder's bidding privileges on future work may be suspended indefinitely.
- 2) An electronic version of the form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, used to record the performance is available on the Public Works and Government Services Canada (PWGSC) Web site.

ANNEX "A", SCOPE OF WORK

Section A, General Requirements

1. SCOPE OF WORK

a. General

The work under the resulting Supply Arrangements comprises the furnishing of heavy equipment with an operator as authorized for various Federal Government Departments and Agencies within the Ontario Region.

b. Trade Certifications

The Contractor shall ensure that all personnel performing work are licensed to operate the heavy equipment in the province of Ontario. This includes all personnel sub contracted to perform any work on behalf of the Contractor.

c. Work Included

Work covered in this SA includes, but is not necessarily confined to the following:

- (1) Rental of heavy equipment with an operator. This equipment shall include but not be limited to: backhoes, bulldozers, excavators, vacuum and flushing trucks, loaders, trenchers, gradealls, dump trucks, cranes, and floats used to transport the heavy equipment.

2. SITE ACCESS

The movement of men, material and equipment shall be subject to the approval of the Project or Technical Authority (or authorized designate) .

3. STANDARDS

- a. Throughout the various sections and subsections of a specification reference is made to domestic, national and international standards. These standards shall be considered an integral part thereof and shall be read in conjunction with the specification as if they were reproduced herein. The Contractor shall therefore be fully familiar with their contents and requirements. The latest edition of all standards shall be applicable unless a specifically dated edition is mentioned.
- b. When reference is made to certain detailed drawings, catalogues or similar related data as published by equipment suppliers, the Contractor shall be solely responsible for obtaining these from the described sources.

4. REFERENCE TO TRADE NAMES

When trade names are used in a specification they are not necessarily restrictive unless specifically required. The acceptability of materials other than those specified shall be determined by the Technical Authority (TA).

5. SCHEDULE OF WORK

- a. The Contractor shall arrange his work in such a manner as to cause the least inconvenience to the building occupants.
- b. The Contractors employees shall work in co-operation with other workers on the site.
- c. Work on job site shall normally be carried out between the hours of 0800 and 1630, Monday to Friday, unless authorized otherwise by the TA.

6. USE OF PREMISES

- a. At the discretion of the TA, the Contractor may be permitted to store some of its apparatus, materials, etc., at or near the job site. In the absence of said permission, the Contractor shall be responsible for the provision of storage facilities for the storage of its equipment and materials. At all times, the Contractor shall confine its equipment, storage of materials and operations of its employees to limits indicated by law, ordinances or the direction of the TA, and shall not unreasonably encumber the site.

7. SITE VISIT

- a. Before submitting a quotation the Contractor may be instructed to report to the TA to review all conditions that may affect the work, prior to visiting the project site.
- b. Prior to commencing work the Contractor shall report to the TA or authorized designate

8. RESPONSIBILITY

- a. The responsibility for the requirement and work included in these documents, including any portion of the work to be performed by a subcontractor, rests solely with the Contractor.
- b. The responsibility for measurements and quantities rests solely with the Contractor.

9. DAMAGE TO EXISTING FACILITIES

The Contractor shall take all necessary precautions to protect and prevent damage to any structure and all surrounding property and installations. Damage caused by the Contractor shall be repaired by the Contractor without delay and at no expense to Canada.

10. PLANS AND SPECIFICATIONS

The Contractor shall have at all times on the site, a complete, up to date set of specifications when applicable.

11. CLEAN UP

The Contractor shall perform a daily clean up of the debris resulting from the work, and all hazardous impediments shall be removed from the site at the end of each days work, to the satisfaction of the TA.

12. SAFETY AND SECURITY

- a. All work will be done in compliance with construction safety measures of National Building Code Part 8, Province of Ontario Occupational Health and Safety Act and Regulations for Construction Projects, Worker's Compensation Act including Regulation 950 and 951, C-02-040-009/AG-000 DND General Safety Standards, Construction Engineering Squadron Orders to Provincial Contractors Working on DND Property and Municipal Authority provided that in any case of conflict or discrepancy, the more stringent shall apply.
- b. Construction Engineering Squadron, Orders to Provincial Contractors working on DND Property shall be issued to the Contractor by the Construction Engineering Squadron's Contract Officer, as applicable, at the first project meeting for DND related projects.

13. NON-COMPLIANCE WITH SITE REGULATIONS

- a. In the event contract personnel are found to be in non-compliance with the health and safety regulations while on Federal property, the following action will be taken by the TA :
 - (1) FIRST INCIDENT; supervisor will be told to remove person from Federal property until the next work day.
 - (2) SECOND INCIDENT; person will no longer be permitted on Federal property for the duration of that project.
 - b. The incidents noted above need not be a repeat of a previous occurrence, but may take the form of unrelated instances of non-compliance with the health and safety regulations by the same individual.
 - c. In circumstances where repetition of incidents indicate lack of adherence to the health and safety regulations by the supervisor, the Contractor will be instructed to remove the supervisor from the property.
 - d. Should the Contractor be responsible for a delay in the progress of the work due to an infraction of the legislated requirements, or the safety requirements contained in the Orders to Provincial Contractors Working on DND Property, the Contractor will, at its own expense, work such overtime, acquire and use manpower and/or equipment for the execution of the contract work, as deemed to be necessary, in the opinion of the TA, to avoid delay in the final completion of the work or any operations thereof.
14. APPLICATION FOR A VARIANCE
- a. Contractors and Subcontractor may request a variance, in unusual circumstances, whenever regulations are considered contributory rather than preventive in nature to achieving the aims of our safety program. The decision to approve/disapprove the variance will be made by the TA.
 - b. Variances to Federal safety regulations can only be approved/disapproved whenever the Federal regulations are more stringent than the minimum requirements.

Section B, Rental of Equipment

Part 1, General

1.1 Description

The work comprises the furnishing of all labour, tools, materials, equipment and supervision required to provide equipment as detailed in Part 2 - Products, with an operator and fuels, on an as required basis.

1.2 Rental Conditions

- Vehicles provided are accepted at the risk of the Supplier whether in possession of the Supplier or Technical Authority (TA).
- No claim, demand or legal proceeding is to be brought against Crown in respect of damage to vehicles, including damage caused by negligence of officer or servant of Crown while acting within scope of his duties.
- Indemnify and save harmless, Crown, officers, servants and agents of Crown from and against actions, causes of action, suits, debts, duties, agreements, claims and demands whatsoever whether arising out of negligence or otherwise, which may hereafter exist or be made for or by reason of any cause, matter or thing whatsoever arising out of these terms of rental and transportation or operation of equipment herein referred to.

1.3 Work Included

- The supply and delivery of equipment to the job site as designated by the TA.
- Equipment maintenance on site.
- Removal including transportation of equipment from job site on completion of job.

Part 2 - PRODUCTS

2.1 Equipment

All equipment provided as part of the requested service must be in good condition and safe working order. Equipment that is included in the Supply Arrangement can include but is not limited to:

- **Gradeall:** Tracked or wheeled, G800, 1 yd bucket complete with twisting arm action and telescopic boom
- **Backhoe:** Extend-a-hoe 1 - 3 capability, 16 - 24 width, front bucket capacity 1 cu yd. minimum.
- **Loader:** 2 yd. Capacity
- **Crane:** Rubber mounted wheels with various lifting capacities and boom lengths.
- **Dump Trucks:** Single axle to 5 yds minimum and tandem axles 10 - 24 cu yd.
- **Trenchers:** Up to 6 width, 3 - 4 depth.
- **Bulldozer:** D6 or equivalent.
- **Grader**
- **Vacuum and flusher truck**
- **Four wheel drive outdoor forklifts**

Part 3 - EXECUTION**3.1 Work Requirement**

1. All equipment will be supplied with fuels, oils, and lubricants
2. If deemed necessary by the TA, all equipment shall be made available for inspection by the TA or his authorized representative prior to awarding contract.
3. Prior inspection shall not relieve the Supplier from supplying equipment in a condition that is changed in any way from that which was accepted during inspection.
4. Acceptance of equipment with capabilities and/or specifications other than those specified will be at the discretion of the TA only.
5. Failure to ensure the equipment to be free of mechanical defects may constitute grounds for not accepting equipment.
6. All required maintenance shall be the Suppliers responsibility and shall be carried out at a time so as not to interfere with a normal work day.
7. If the equipment cannot be maintained to operate efficiently, it shall be removed from the site by the Supplier, at the direction of the TA, and be replaced with another acceptable unit at no cost to DND.
8. If a breakdown of equipment exceeds twenty-four (24) hours, the Supplier shall, on instruction from the TA, provide a suitable replacement within forty-eight (48) hours of the notification of the breakdown, at no additional cost to DND. DND will not pay during any period which the equipment is unserviceable.

ANNEX "B", INSURANCE REQUIREMENTS

Insurance

GC 9.1 General

- 1) The Supply Arrangement Holder shall, at the Supply Arrangement Holder's expense, obtain and maintain insurance contracts in accordance with the requirements contained herein.
- 2) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Supply Arrangement Holder.

GC 9.2 Proof of Insurance

- 1) Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Supply Arrangement Holder shall deposit with Canada a Certificate of Insurance (form PWGSC-TPSGC 357) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>), available on Public Works and Government Services Canada Web site.
- 2) Upon request by Canada, the Supply Arrangement Holder shall provide originals or certified true copies of all contracts of insurance maintained by the Supply Arrangement Holder pursuant to the provisions contained herein.
- 3) The insurance policies shall be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

GC9.3 Commercial General Liability

- 1) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have an Each Occurrence Limit of not less than \$5,000,000.
- 2) The policy shall either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
 - (a) Blasting.
 - (b) Pile driving and caisson work.
 - (c) Underpinning.
 - (d) Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
- 3) The policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.
- 4) Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion.

ANNEX C, BID SUBMISSION FORM

1. Bidder's Company Name: _____

2 Bidder must mark area(s) in Ontario where they will provide an operator and heavy equipment:

Location Of Work	Value of Work that Contractor will bid on for the location		
	<i>up to \$10,000</i>	<i>\$10,001 to \$25,000</i>	<i>\$25,001 to \$100,000</i>
Belleville			
Brockville			
Borden			
Campbellford			
Coburg			
Cornwall			
French River Dam			
Gravenhurst			
Greater Toronto Area			
Hamilton			
Kingston			
Kitchener			
London			
Niagara Falls			
North Bay			
Petawawa			
Peterborough			
Sault Ste. Marie			
Sudbury			
Trenton			
Windsor			
<i>Other Ontario Locations not listed above (Bidder to list)</i>			
Location Of Work	Value of Projects that Contractor will bid on for the location		
	<i>up to \$10,000</i>	<i>\$10,001 to \$25,000</i>	<i>\$25,001 to \$100,000</i>

3. Types of Heavy Equipment with Operators that the bidder has available:
