

**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

<b>Title - Sujet</b> Heavy Equipment Rental, no operator	
<b>Solicitation No. - N° de l'invitation</b> E6TOR-12RM05/A	<b>Date</b> 2012-11-14
<b>Client Reference No. - N° de référence du client</b> E6TOR-12RM05	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-519-5983
<b>File No. - N° de dossier</b> KIN-2-38047 (519)	<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> <b>on - le 2014-11-28</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Choquette, Herb	<b>Buyer Id - Id de l'acheteur</b> kin519
<b>Telephone No. - N° de téléphone</b> (613)536-4874 ( )	<b>FAX No. - N° de FAX</b> (613)545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Ontario Region as specified in call up document	
<b>Security - Sécurité</b> 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**

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

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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 without operator, on behalf of Federal Government Departments located in the Ontario Region and Nunavut. 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 bid closing date on the first page of the RFSA represents the date when the latest date that a response can be submitted. Bidders may respond sooner and the resulting 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 \$70,000. For call ups greater than \$70,000 the requirement will be advertised by PWGSC on the Government Electronic Tendering Service currently located at [www.MERX.com](http://www.MERX.com). The resulting Supply Arrangement must not 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.

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The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

This procurement is subject to the Nunavut Land Claims Agreement. Users will be required to provide a minimum of 15 days notice to beneficiary firms for NLCA whenever there is a requirement for equipment in the NLCA area. The NLCA beneficiary firms are listed at: <http://inuitfirm.tunnngavik.com/>.

### **3. 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.

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## 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 12-07-11 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.

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### 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.

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## **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.



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## **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.

### **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.

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## 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 Precedent to Issuance of a Supply Arrangement

**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.*

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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 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.

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*"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.

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## 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 4 of [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

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### 3. Term of Supply Arrangement

#### 3.1 Period of the Supply Arrangement

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 November 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 (07/16/2012), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex "A", Statement of Requirement
- (d) Annex "B", Insurance Requirements
- (e) Annex "C", Bid Submission Form
- (f) the Supplier's arrangement dated \_\_\_\_\_

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## 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

## 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 requirements;
- Inspection at receipt of equipment
- Final Inspection of equipment;
- Amendments to scope of requirements 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](http://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 \$70,000.00 users. **For call ups greater than \$70,000 the requirement must be sent to PWGSC to be advertised on the Government Electronic Tendering Service currently located at [www.MERX.com](http://www.MERX.com).**

## 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, (HST 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 (HST 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 \$70,000.00 (HST 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	\$70,000.00
over 6	6	\$70,000.00

### 3. Bid Solicitation Documents

The bid solicitation will contain as a minimum the following:

- (a) a complete description of the requirement;
- (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



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document. These forms are available on the Web site: ([http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search\\_for\\_forms-e.html](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. This procurement is subject to the Nunavut Land Claims Agreement. Users will be required to provide a minimum of 15 days notice to beneficiary firms for NLCA whenever there is a requirement for equipment in the NLCA area. The NLCA beneficiary firms are listed at: <http://inuitfirm.tunnngavik.com/>.
- 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.

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## **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. General**

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using:

- (a) 2T-LDV1 (for low dollar value requirements), general conditions – Goods or Services (Low Dollar Value) 2029 (2012-07-16) will apply to the resulting contract; OR
- (b) 2T-MED1 (for medium complexity requirements), general conditions Services (Medium Complexity) 2010C (2012-07-16)

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## **ANNEX "A", 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, without 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 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.

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## **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 yards capacity and tandem axles for 10 - 24 cubic yard capacity.
- **Trenchers:** Up to 6" width, 3 - 4' depth.
- **Bulldozer:** D6 or equivalent.
- **Grader**
- **Vacuum and flusher truck**
- **Four wheel drive outdoor forklifts**
- **Or other heavy equipment.**

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### **Part 3 - EXECUTION**

#### **3.1 Work Requirement**

1. All equipment will be supplied with fuels, oils, and lubricants. Equipment to be supplied with full fuel tank will be returned with full fuel tank.
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. Acceptance of equipment with capabilities and/or specifications other than those specified will be at the discretion of the TA only.
4. Failure to ensure the equipment to be free of mechanical defects may constitute grounds for not accepting equipment.
5. All required maintenance shall be the Supplier's responsibility and shall be carried out at a time so as not to interfere with a normal work day.
6. 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 Canada.
7. The Supplier will provide on-site repair service within four (4) hours of notification from the TA that their equipment is not usable for its intended purpose. 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 CANADA. CANADA will not pay rent during any period which the equipment is not usable.

Solicitation No. - N° de l'invitation  
E6TOR-12RM05/A  
Client Ref. No. - N° de réf. du client  
E6TOR-12RM05

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-2-38047

Buyer ID - Id de l'acheteur  
kin519  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B" Insurance Requirements G1005C**

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.



Buyer ID - Id de l'acheteur  
kin519  
CCC No./N° CCC - FMS No./N° VME

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