

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
Bid Fax: (204) 983-0338**

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

Regional Master Standing Offer (RMSO)

### Offre à commandes maître régionale (OCMR)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

<b>Title - Sujet</b> Heavy Equipment Repair Services	
<b>Solicitation No. - N° de l'invitation</b> W1568-150012/B	<b>Date</b> 2015-02-20
<b>Client Reference No. - N° de référence du client</b> W1568-150012	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$WPG-205-9381
<b>File No. - N° de dossier</b> WPG-4-37171 (205)	<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 2015-03-16</b>	<b>Time Zone</b> <b>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> Beaudette, Monique	<b>Buyer Id - Id de l'acheteur</b> wpg205
<b>Telephone No. - N° de téléphone</b> (204)983-6676 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE ATTN: SUPPLY OFFICER EVANS BLDG, P.O.BOX 6666 YELLOWKNIFE Northwest Territories X1A2R3 Canada	
<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**

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

Solicitation No. - N° de l'invitation

W1568-150012/B

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-4-37171

Buyer ID - Id de l'acheteur

wpg205

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

W1568-150012

CCC No./N° CCC - FMS No/ N° VME

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This bid solicitation cancels and supersedes previous bid solicitation number W1568-150012/A dated 2014-12-16 with a closing of 2015-01-26 at 02:00 PM CST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

### **1.2 Summary**

The Department of National Defence (DND), Joint Task Force North (JTFN), Area Support Unit (North) (ASU(U)) – Technical Services – Transport and Electrical Mechanical Engineers (TEME), Yellowknife, NT, has a requirement for a Regional Individual Standing Offer. The work under the requirement comprises all labour, tools, equipment, transportation, and supervision necessary to provide heavy equipment repair services, including but not limited to forklifts, truck lifts, tractors, dump trucks and snow blower heads on and as and when required basis during the period of the Standing Offer.

The period of the Standing Offer Agreement (SOA) is for one year from date of issuance with Canada retaining an irrevocable option to extend the SOA for an additional two (2) consecutive one (1) year periods.

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#) and [2007](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA).

This procurement is subject to the following Comprehensive Land Claims Agreement(s) (CLCAs): T'licho Land Claim Agreement. The benefits that apply are contained in: Chapter 26, the Tlicho Land Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a).

<http://www.aadnc-aandc.gc.ca/eng/1292948193972/1292948598544>

### 1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2014-09-25) 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: 60 days  
Insert: 120 days

#### 2.1.1 SACC Manual Clauses

M0019T	Firm Price and/or Rates	2007-05-25
M0220T	Evaluation of Price	2013-04-25

### 2.2 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.

## 2.3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### Definitions

For the purposes of this clause,

"Former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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 Applicable Taxes.

## **2.4. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5. Applicable Laws**

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

### **3.1. Offer Preparation Instructions**

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

Section I: Technical Offer (1 hard copy)  
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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 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.

### 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation,

## Section III: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

- (a) Contractor must provide proof of being an authorized warranty repair shop by submitting a valid Authorized Warranty Repair Shop Certificate with the bid.
- (b) Contractor must confirm, by indicating yes/No in the space provided, YES/NO  
that the location of the authorized warranty repair shop is within \_\_\_\_\_  
City Limits of Yellowknife, NT and provide the address.

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price

The total assessed bid price will be determined using the rates provided in the Basis of Payment of Annex "B" and will be calculated as follows:

- (a) In each line item in the Basis of Payment, Annex "B" the unit price will be multiplied by the estimated usage.
- (b) The result of the calculation in (a) above will determine the total assessed bid price.

SACC Manual Clause M0220T (2013-04-25), Evaluation of Price

#### **4.1.3 Aboriginal Opportunities Considerations Evaluation (if applicable)**

Bidders have the ability to receive an evaluated price reduction through the provision of Aboriginal involvement in their proposal. A reduction of up to 10% may be applied to the total evaluated price based on the provision of proof that your organization or service provided meets the criteria stated in Annex "E", Aboriginal Opportunities Considerations.

#### **4.2 Basis of Selection**

##### **4.2.1 Basis of Selection - Mandatory Technical Criteria Only**

SACC Manual Clause M0031T (2007-05-25), Mandatory Technical Criteria Only

### **PART 5 - CERTIFICATIONS**

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

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

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

#### **5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

##### **5.1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006.

The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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

#### **A. STANDING OFFER**

##### **6.1 Offer**

**6.1.1** The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

##### **6.2 Security Requirements**

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

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

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

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

[2005](#) (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". 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: TBA;  
2nd quarter: TBA;  
3rd quarter: TBA;  
4th quarter: TBA.

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

## **6.4 Term of Standing Offer**

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

The period for making call-ups against the Standing Offer is from approximately January 1, 2015 to December 31, 2015.

### **6.4.2 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 (2), one (1) year periods, from \_\_\_\_\_ to \_\_\_\_\_ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 3 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **6.5. Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Monique Beaudette  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Suite 100-167 Lombard Avenue  
Winnipeg, MB R3B 0T6

Telephone No.: (204) 983-6676      Facsimile No.: (204) 983-7796  
E-mail address: [monique.beaudette@pwgsc-tpsgc.gc.ca](mailto:monique.beaudette@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.

### 6.5.2 Project Authority

The Project Authority for the Standing Offer is: **TBD**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Offeror's Representative

***Bidder to fill out***

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

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### 6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Department of National Defence, Joint Task Force North, Area Support Unit (North) – Technical Services – Transport and Electrical Mechanical Engineers, Yellowknife, NT.

### 6.8 Call-up Procedures

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

### 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$7,500.00** (Applicable Taxes included).

### 6.10 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### **6.11 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2029 (2014-09-25), General Conditions – Goods or Services (low dollar value);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirement;
- h) Annex D, Standing Offer Usage Report;
- i) the Offeror's offer dated \_\_\_\_\_.

#### **6.12 Certifications**

##### **6.12.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if 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.

##### **6.12.2 Aboriginal Opportunities Consideration**

Compliance with the aboriginal opportunities consideration representation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract in accordance with the requirements listed in Annex E.

#### **6.13 SACC Manual Clauses**

D5328C	Inspection and Acceptance	2007-11-30
M3800C	Estimates	2006-08-15
A9062C	Canadian Forces Site Regulations	2011-05-16
A9006C	Defence Contract	2012-07-16

## **6.14 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.

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Statement of Work**

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

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

#### **6.2.1 General Conditions**

2029 (2014-09-25), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2014-09-25), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

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

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

### **6.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### **6.5 Payment**

#### **6.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex B for a cost of **\$ TBD**. 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.



## 6.5.2 Limitation of Price

*SACC Manual* clause C6000C (2011-05-16) Limitation of Price

## 6.5.3 SACC Manual Clauses

H1000C	(2008-05-12)	Single Payment
A9117C	(2007-11-30)	T1204 – Direct Request by Customer Department
C0710C	(2007-11-30),	Time and Contract Price Verification

## 6.5.4 Payment by Credit Card

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

## 6.6 Invoicing Instructions

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

## 6.7 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

## 6.8 SACC Manual Clauses

B1501C	(2006-06-16)	Electrical Equipment
B7500C	(2006-06-16)	Excess Goods

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## **ANNEX "A"**

### **STATEMENT OF WORK**

**TITLE:** Regional Individual Standing Offer for Heavy equipment Repair Services.

### **BACKGROUND**

Department of National Defence (DND), Joint Task Force North (JTFN), Area Support Unit (North) (ASU(N)) - Technical Services – Transport and Electrical Mechanical Engineers (TEME) Section is responsible for the maintenance of approximately 13 pieces of equipment that are used to support the Arctic Operations throughout Northern Canada. The vehicles were purchased new and some may still be covered under manufacturer's warranty. However, some repairs will not be covered under normal warranty work.

### **REQUIREMENT**

The Department of National Defence, JTFN - ASU (N) requires a Regional Individual Standing Offer for the supply of all labour, parts, materials, tools, equipment, transportation, and supervision necessary to provide Heavy equipment repair services at the Offeror's location, as required. Makes/models of the Heavy equipment include, but are not limited to:

- 2002 Daewoo G30E, Fork lift
- 2004 Daewoo G30E, Fork lift
- 2005 Hyundai HBF30C7, Fork lift
- 2011 Doosan G30E-5, Fork lift
- 2013 Doosan G20E3-5, Fork lift
- 2002 Liftking Ind LKAF-10, Truck lift
- 2006 Liftking LK20P22, Truck lift
- 1983 Sellick 80ATTDS, 4 Tractor W
- 1987 Sellick 80ATTDS, 4 Tractor W
- 2003 J I Case 621D, Truck lift Fork
- 2013 Case 621F, Loader scoop type
- 2006 Sterling LT9500, Dump truck
- 2005 Tenco TCS172, Snow blower head
- 2006 Sterling Acterra Van 5 ton 4X2
- 2005 Sterling Acterra Chassis truck

Typical services required will include repairs, maintenance, modifications, and replacement parts.

Examples of typical repairs include, but are not limited to:

- Engine parts, tune ups, repairs, etc
- Electrical parts and repairs including lights, sensors, etc
- Suspension parts and repairs including shocks, struts, wheels, etc
- Drive train parts, repairs, etc
- Body parts including hoods, windshield, seat coverings, etc

The Offeror must be authorized to do factory warranty work for repairs that fall under the provisions of the warranty.

Work will normally be performed at the Offeror's facility. In emergency situations the Offeror may be required to perform repairs on site at Forward Operating Location (FOL) Compound situated at the Yellowknife Airport. DND will usually be responsible for delivery and pick up of the vehicle, to and from

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the place of repair. Occasionally transport may have to be arranged by the Offeror. The Offeror's location must within the City Limit of Yellowknife, NT.

Offeror must adhere to the Occupational Health and Safety Regulations in the Northwest Territories.

#### **TECHNICIAN QUALIFICATIONS**

All maintenance and repair work must be performed by a licensed Heavy Duty Technicians, or apprentices under the direct supervision of licensed technicians that are qualified for the type of equipment that requires repair.

#### **RESPONSE TIMES**

The Offeror must reply to an authorized request for service within twenty-four (24) hours and the work will be performed within a time frame mutually agreed to by both parties and as stated on the authorization form.

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## ANNEX "B"

### BASIS OF PAYMENT

It is **MANDATORY** that Offerors submit firm, all inclusive prices/rates for the period of the proposed Standing Offer Agreement.

### **THIS SECTION, WHEN COMPLETED, WILL BE CONSIDERED AS THE OFFEROR'S FINANCIAL PROPOSAL.**

Offerors must provide offers as per 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.

Should there be an error in the extended pricing of the Offeror's offer, the unit pricing will prevail and the extended pricing will be corrected in the evaluation. Any errors in the quantities of the Offerors' offer will be changed to reflect the quantities stated in the RFSO. The quantities specified below estimated and are provided for evaluation purposes only.

Rates quoted must remain firm for the period of the Standing Offer Agreement. Rates **MUST** include ALL costs associated with providing the service in accordance with the Statement of Work, Annex A attached herein. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice.

Payment will be made in accordance with the following pricing.

\* The Extended Price for materials is calculated by adding the mark-up quoted to the total estimated expenditure. Example: Year 1, \$100.00 estimated expenditure; 5% mark-up quoted =  $\$100.00 \times 5\% = \$105.00$

Parts will be supplied FOB Destination including all delivery charges. The following definitions have been used to arrive at the figures noted:

- i) **MARK-UP** - The difference between the Offerors's laid-down cost for product and resale price to the Crown. Mark-up includes applicable internal cost allocation by the Offeror such as material handling and general and administrative (G&A) expenses plus profit.
- ii) **LAID-DOWN COST** - The cost incurred by a vendor to acquire a specific product or service for resale to the government. This includes but is not limited to the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage.

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<b>TABLE 1</b> <b>Standing Offer Period: One year from date of issuance</b> <b>Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination</b>					
Item No.	Description	Est. Qty	Unit of Issue	Unit Price	Extended Price
<b>Hourly rate, including travel time and all related expenses, during regular hours 07:30 to 16:00, Monday through Friday</b>					
1	Heavy Duty Technician	150	Per hour	\$	\$
<b>Hourly rate, including travel time and all related expenses, outside of regular hours 16:01 to 07:30, Monday through Friday</b>					
2	Heavy Duty Technician	25	Per hour	\$	\$
<b>Hourly rate, including travel time and all related expenses, Weekend &amp; Statutory Holidays - 24 hrs</b>					
3	Heavy Duty Technician	25	Per hour	\$	\$
4	<b>MATERIAL AND REPLACEMENT PARTS</b> (Except free issue) will be charged at the Offeror's laid-down cost, plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the Offeror's paid invoices being submitted with invoice.	100	Per Year	\$	\$
5	Pick-up and delivery charge	5	lot	\$	\$

<b>TABLE 2</b> <b>Option Year One</b> <b>Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination</b>					
Item No.	Description	Est. Qty	Unit of Issue	Unit Price	Extended Price
<b>Hourly rate, including travel time and all related expenses, during regular hours 07:30 to 16:00, Monday through Friday</b>					
1	Heavy Duty Technician	150	Per hour	\$	\$

<b>TABLE 2</b> <b>Option Year One</b> <b>Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination</b>					
<b>Hourly rate, including travel time and all related expenses, outside of regular hours 16:01 to 07:30, Monday through Friday</b>					
2	Heavy Duty Technician	25	Per hour	\$	\$
<b>Hourly rate, including travel time and all related expenses, Weekend &amp; Statutory Holidays - 24 hrs</b>					
3	Heavy Duty Technician	25	Per hour	\$	\$
4	<b>MATERIAL AND REPLACEMENT PARTS</b> (Except free issue) will be charged at the Offeror's laid-down cost, plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the Offeror's paid invoices being submitted with invoice.	100	Per Year	\$	\$
5	Pick-up and delivery charge	5	lot	\$	\$

<b>TABLE 3</b> <b>Option Year Two</b> <b>Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination</b>					
Item No.	Description	Est. Qty	Unit of Issue	Unit Price	Extended Price
<b>Hourly rate, including travel time and all related expenses, during regular hours 07:30 to 16:00, Monday through Friday</b>					
1	Heavy Duty Technician	150	Per hour	\$	\$
<b>Hourly rate, including travel time and all related expenses, outside of regular hours 16:01 to 07:30, Monday through Friday</b>					
2	Heavy Duty Technician	25	Per hour	\$	\$
<b>Hourly rate, including travel time and all related expenses, Weekend &amp; Statutory Holidays - 24 hrs</b>					

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**TABLE 3**  
**Option Year Two**  
**Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination**

3	Heavy Duty Technician	25	Per hour	\$	\$
4	<b>MATERIAL AND REPLACEMENT PARTS</b> (Except free issue) will be charged at the Offeror's laid-down cost, plus a mark-up of _____% not to exceed the Manufacturer's suggested retail price. Cost must be supported by copies of the Offeror's paid invoices being submitted with invoice.	100	Per Year	\$	\$
5	Pick-up and delivery charge	5	lot	\$	\$

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## **ANNEX "C"**

### **INSURANCE REQUIREMENTS**

#### **Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

#### **Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence



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- b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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## ANNEX "D"

### STANDING OFFER REPORTING

Return to:

ATTN.: Monique Beaudette  
Public Works and Government Services Canada  
Acquisitions Branch  
Facsimile: (204) 983-7796  
Telephone: (204) 983-6676  
Email: monique.beaudette@pwgsc-tpsgc.gc.ca

#### Quarterly Usage Report Schedule:

1st quarter: TBD;  
2nd quarter: TBD;  
3rd quarter: TBD;  
4th quarter: TBD;

### REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER: \_\_\_\_\_

STANDING OFFER NO: \_\_\_\_\_

DEPARTMENT OR AGENCY: \_\_\_\_\_

REPORTING PERIOD: \_\_\_\_\_

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A + B) Total Accumulated Call-Ups			

**NIL REPORT:** We have not done any business with the federal government for this period [    ]

PREPARED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## ANNEX "E"

### ABORIGINAL OPPORTUNITIES CONSIDERATION

#### T'LICHO ABORIGINAL OPPORTUNITES CONSIDERATION

Compliance with the aboriginal opportunities consideration representations provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract in accordance with the requirements listed below.

##### 1.. Area of Contract

This area of the contract is within the Môwhì Gogha Dè Nîitâèè area, as defined in the Tlicho Land Claims and Self-Government Agreement and proximity to Yellowknife and Akaitcho Dene First Nation.

The requirements of the Tlicho Land Claim and SelfGovernment Agreement will apply to this procurement. The benefits that apply are contained in: Chapter 26, the Tlicho Land Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a).  
[Http://www.aadnc-aandc.gc.ca/eng/1292948193972/1292948598544](http://www.aadnc-aandc.gc.ca/eng/1292948193972/1292948598544)

##### 2.. Aboriginal Opportunities Consideration

Bidders should provide the information requested below. Aboriginal Affairs and Northern Development Canada (AANDC) provide to the bidders an opportunity to achieve points to be used in the evaluation of their proposals. This is in accordance with Land Claim Agreements and AANDC's mandate to support and provide opportunities to the local Aboriginal communities under Federal government contracts within a land claims area.

This requirement will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

Criteria	Available Points
1. The existence of head offices, administrative offices or other facilities within the area of the Contract.	1.5 Points
2. Employment of Aboriginal labour from the area of the Contract.  Points will be assigned based on the following (one half point for each item):  a) Details on the work to be carried out for each position proposed to be filled by an Aboriginal Citizen, as well as an estimated dollar value of the work. b) Strategies for recruitment of Aboriginal Citizens. c) Strategies for retention of Aboriginal Citizens.	1.5 Points
3. Engagement of Aboriginal professional services from the area of the contract.  Points will be assigned based on the following (one half point for each item):  a) Identifying the work intended to be carried out by Aboriginal suppliers, as well as an estimated dollar value of the work. b) Details on how business with Aboriginal suppliers will be managed, from developing sources of supply to administration.	1.5 Points

c) Details concerning the development of new sources of supply, or new capabilities.	
4. Use of Aboriginal suppliers from the area of the contract.  Points will be assigned based on the following (one half point for each item):  a) Identifying the goods/services intended to be carried out by Aboriginal suppliers, as well as an estimated dollar value of the work. b) Details on how business with Aboriginal suppliers will be managed, from developing sources of supply to administration. c) Details concerning the development of new sources of supply, or new capabilities.	1.5 Points
5. The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Aboriginal Citizens from the area of the Contract.  Points will be assigned based on the following (one point for each item):  a) Details of Apprenticeship program(s) and Pre-Professional program(s). b) Strategies for involving the use of College program(s) c) Details regarding on-the job training. d) Details of In-house training program(s).	4 Points
Total Possible	10 points

**For purposes of interpretation:**

"Aboriginal supplier" means an entity which complies with the legal requirements to carry on a business in the Northwest Territories and which is a limited company that can demonstrate that more than 50% of the company's voting shares beneficially owned and controlled by Aboriginal Citizens, or is a cooperative controlled by Aboriginal Citizens, or is an Aboriginal Citizens' sole proprietorship or partnership.

"deliveries to" means "goods delivered to, and services performed in".

**Evaluation and Assessment- Submission Requirements**

In order for a bid to be assigned points for representations made in respect of any criterion, appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the bid.

Canada reserves the right to verify any information provided in this section and that untrue statements may result in the bid being declared non-responsive.

**Treatment of Representation and Warranties**

The Bidder acknowledges that:

- a) the Minister relies upon the "Aboriginal Representations" to evaluate bids; and
- b) the "Aboriginal Representations" shall become covenants under any contract(s) resulting from this solicitation.

**5. Liquidated Damages**

1. The contractor acknowledges that:

- 1.1 the bid solicitation and this Contract fall within the ambit of Tlicho Land Claims

and Self-Government Agreement (the "Tiicho Agreement"); and

- 1.2 pursuant to Sections 26.1.1, 26.1.2, 26.3.1 (a), and 26.4.1 of the Tiicho Agreement, the bid criteria included in the bid solicitation and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
  - 1.2.1 the existence of head offices, administrative offices or other facilities in the area of the contract;
  - 1.2.2 in the area of the contract, the employment of Aboriginal labour;
  - 1.2.3 in the area of the contract, engagement of Aboriginal professional services;
  - 1.2.4 in the area of the contract, the use of Aboriginal suppliers which can act as sub-contractors in assisting with the carrying out of the contract;
  - 1.2.5 the undertaking of commitments, under the contract, with respect to on the-job training or skills development for Aboriginal Citizens in the area of the contract.

2. The contractor acknowledges and confirms that it made the following commitments in its bid for this contract (collectively the "Aboriginal Representations") as contemplated in paragraph 1 above (to be completed at time of contract award):

COMMITMENT	ASSIGNED POINT	VALUE *
2.1		
2.2		
2.3		
2.4		
2.5		

\* See 3.2 below

3. The contractor acknowledges that the "Aboriginal Representations":

- 3.1 are covenants under this contract; and
- 3.2 that each "Aboriginal Representation" represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2.above in the "ASSIGNED POINTS" column.

4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Aboriginal Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Aboriginal Representation" in paragraph 3.2.

5. The Contractor further acknowledges that:

- 5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and

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5.2 it has had legal advice to the full extent deemed necessary by itself and did not act under any duress.