

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

**PWGSC/TPSGC Acquisitions**  
**1045 Main Street**  
**1st Floor, Lobby C**  
**Unit 108**  
**Moncton, NB E1C 1H1**  
**Bid Fax: (506) 851-6759**

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

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

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**  
NB / PEI Division - Moncton Acquisitions Office  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1

<b>Title - Sujet</b> RISO Rental - Excavators	
<b>Solicitation No. - N° de l'invitation</b> W0501-170102/A	<b>Date</b> 2017-01-09
<b>Client Reference No. - N° de référence du client</b> W0501-170102	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-011-5243
<b>File No. - N° de dossier</b> MCT-6-39061 (011)	<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 2017-02-21</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>Delivery Required - Livraison exigée</b>  See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sharpe, Charlene A.	<b>Buyer Id - Id de l'acheteur</b> mct011
<b>Telephone No. - N° de téléphone</b> (506)851-3467 ( )	<b>FAX No. - N° de FAX</b> (506)851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE LPO SECTION BLDG B-10 PO BOX 17000 STN FORCES OROMCTO New Brunswick E2V4J5 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**

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

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Solicitation No. - N° de l'invitation  
W0501-170102/A  
Client Ref. No. - N° de réf. du client  
W0501-170102

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-6-39061

Buyer ID - Id de l'acheteur  
mct011  
CCC No./N° CCC - FMS No./N° VME

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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 and Additional Information: includes the certifications and additional information to be provided; and   |
| 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:

- |         |                                |
|---------|--------------------------------|
| Annex A | Statement of Work              |
| Annex B | Basis of Payment               |
| Annex C | Electronic Payment Instruments |
| Annex D | Board of Directors Listing     |

### **1.2 Summary**

Requesting a Regional Individual Standing Offer for the rental of various excavators, as per attached Statement of Work, Annex A, to the Department of National Defence, the Technical Services Transportation Company at 5 Canadian Division Support Base (5 CDSB) Gagetown in Oromocto, New Brunswick on an "as and when requested" basis upon demand of the Service Site Authority for the period from April 1, 2017 to March 31, 2018 with the option to extend for two additional one year periods.

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).

### 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) (<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](#) (2016/04/04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16

### 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.

Due to the nature of the Request for Standing Offers, **transmission of offers by electronic mail (e-mail) to PWGSC will not be accepted.**

### 2.3 Former Public Servant

#### Former Public Servant - Competitive - Offer

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.

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## 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** ( )

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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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*(Derived from - Provenant de: M3025T, 2016/01/28 )*

## **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 New Brunswick.

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.

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## 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 Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

##### 3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C, Electronic Payment Instruments, to identify which ones are accepted.

If Annex C, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### 3.1.2 Exchange Rate Fluctuation

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



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### Section III: Certifications

Offerors must submit the certifications and additional information 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

To be considered responsive, a bid must meet all of the mandatory requirements of this solicitation. Bids not meeting all of the mandatory requirements will be given no further consideration.

#### 4.1.2 Financial Evaluation

See Basis of Payment, Annex B.

SACC Manual Clause [M0220T](#) (2016/01/28), Evaluation of Price - Offer

### 4.2 Basis of Selection

It is anticipated at least two standing offers will be recommended for use as a result of this solicitation.

The lowest priced responsive bids will be recommended for issuance of standing offers, in accordance with the following:

Item 1 (allocated funds - \$200,000.00)

If more than one responsive bid is received, we anticipate recommending the issuance of standing offers as per this ratio:

- 1) lowest priced responsive bid: 60% of the allocated funds ; and
- 2) Second lowest priced responsive bid: 40% of the allocated funds.

Item 2 (allocated funds - \$200,000.00)

If more than one responsive bid is received, we anticipate recommending the issuance of standing offers as per this ratio:

- 1) lowest priced responsive bid: 60% of the allocated funds; and
- 2) Second lowest priced responsive bid: 40% of the allocated funds.

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Item 3 (allocated funds - \$60,000.00)

The lowest priced responsive bid: 100% of the allocated funds.

Proposals may be accepted in whole or in part, with or without negotiation

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

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

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

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

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

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

#### **5.1.1 Integrity Provisions – Required Documentation**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, **as applicable**, to be given further consideration in the procurement process.

#### **5.1.2 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" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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### 5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.1.3.1 Workers Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within two (2) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

*(Derived from - Provenant de: A0285T, 2012/07/16 )*

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

#### 6.2 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.

##### 6.2.1 General Conditions

2005 (2016/04/04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 6.3 Term of Standing Offer

##### 6.3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2017 to March 31, 2018.

##### 6.3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional periods one year each, from April 1, 2018 to March 31, 2019 and from April 1, 2019 to March 31, 2020 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 ten (10) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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## 6.4 Authorities

### 6.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Charlene Sharpe  
Title: Supply Specialist  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 1045 Main Street, Unit 108  
Moncton, New Brunswick  
E1C 1H1  
Telephone: (506) 851-3467  
Facsimile: (506) 851-6759  
E-mail address: Charlene.Sharpe@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.

### 6.4.2 Project Authority

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

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

### 6.4.3 Offeror's Representative Offerors are to provide the following information:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.5 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.

(Derived from - Provenant de: A3025C, 2013/03/21 )

## **6.6 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is:

Minister of National Defence  
Transport Company  
5 Canadian Division Support Base Gagetown  
Oromocto, New Brunswick

## **6.7 Call-up Procedures**

DND shall make a call up to the lowest priced supplier for that particular item.

The second lowest priced supplier for that item will be called under the following conditions:

- Item is not available from the lowest priced supplier, or
- For a particular call-up, it is more economical to utilize the second lowest priced supplier for that item due to the nature of the requirement.

## **6.8 Call-up Instrument**

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

## **6.9 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (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 \$460,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

*(Derived from - Provenant de: M4506C, 2013/04/25 )*

## 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 (2016/04/04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2016/04/04), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment; and
- g) the Offeror's offer dated \_\_\_\_\_

## 6.12 Certifications and Additional Information

### 6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 6.12.2 SACC Manual Clauses

SACC Reference	Section	Date
A0285C	Workers Compensation	2007/05/25

## 6.13 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 New Brunswick.

## 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

2010C (2016/04/04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of 2010C (2016/04/04), General Conditions - Services (Medium Complexity), will not apply to payments made by credit cards.

## 6.3 Term of Contract

### 6.3.1 Delivery Date

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

## 6.4 Proactive Disclosure of Contracts with Former Public Servants

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

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

## 6.5 Payment

### 6.5.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

*(Derived from - Provenant de: C0207C, 2013/04/25 )*

### 6.5.2 Limitation of Price

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

### 6.5.3 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30
H1001C	Multiple Payments	2008/05/12

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#### **6.5.4 Electronic Payment of Invoices – Call-up *To be confirmed at issuance of standing offer***

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.6 Invoicing Instructions**

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

*(Derived from - Provenant de: H5001C, 2008/12/12 )*

#### **6.7 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
A9062C	Canadian Forces Site Regulations	2011/05/16
B7500C	Excess Goods	2006/06/16
G1005C	Insurance – No Specific Requirement	2016/01/28



## ANNEX A - STATEMENT OF WORK

**Item 1:** Up to 6 x Tracked Excavators equivalent to a 315 Caterpillar, 160 Hitachi model, Case 9020B, Hyundai 160, Komatsu PC150LC, Link Belt 2700 quantum or Daewoo DH170-111 with a .46 - 1.15 cubic yard bucket, and or ditching bucket attachment, (if required with thumb attachment) digging depth of up to minimum of 19 feet to 22 feet, minimum 95 hp to maximum 114 hp, and swing pivot of 360 degrees. Sufficient lights for night operation, SAE Standard controls and Cab on front of chassis.

**Item 2:** Up to 6 x Excavator equivalent to a 320 Caterpillar BL, EX 200LC-5 Hitachi model, Komatsu PC200-6, John Deere 200LC or Hyundai Robes 200LC model (if required with thumb attachment) with a min of .59 cu yd to a 2 cubic yd bucket, digging depth of up to min 21 feet - 23 feet, hp of min 128 – 140 max and swing pivot of 360 degrees. Sufficient lights for night operation, SAE Standard controls and Cab on front of chassis.

**Item 3:** Up to 1 x 325bl cat, 270lc John Deere, case 9045b, Hitachi ex 270lc-v, Link belt 3900 quantum, Komatsu PC250lc-6, Volvo ec280 or Hyundai Robec 290lc or equivalent, must have a 360° turn, hp of min 168 - max 196, digging depth of min 21.5 feet to a max of 25 feet, bucket size of min .85 cu yd to a max of 2.50 cu yd and upon request must be able to supply a thumb attachment. Sufficient lights for night operation, SAE Standard controls and Cab on front of chassis.

### RESPONSIBILITIES PRIOR TO ACCEPTANCE OF STANDING OFFER:

- (i) Conducting a visual inspection of equipment (all equipment must be made available) in accordance with (IAW) the Request for a Standing Offer, with an authorized representative of the contractor and a member of the Department of National Defence;
- (ii) Recording the condition of the equipment to be inspected (i.e.: condition of equipment, interior, complete visual outside inspection and ensuring all safety conditions are met IAW the Provincial Safety Standards) which must meet our requirements; and
- (iii) Preparing a written report to be submitted to Public Works Government Services Canada (PWGSC) on the condition and if the equipment meets the Crowns needs.

### REQUISITION FOR A STANDING OFFER AGREEMENT:

1. The DND will supply operators, fuel and daily routine servicing, which includes adding oil, fluids, and checking levels (this does not include the regular maintenance oil changes required by the warranty).
2. A 24-hour, 7-day week, equipment breakdown, telephone service number and contact shall be provided for immediate authorization for repairs/replacement of unserviceable equipment. Any down time, due to breakdown, accident or equipment failure will not be considered in the computation of rental time.
3. Claims against the Crown will be considered when damages to the rental equipment are caused by negligence (lack of proper care and attention to normal operating duties performed while operating the equipment) of Department of National Defence (DND) acting within the scope of his/her duties.
4. Equipment to be supplied without operator.
5. The vehicles will/could be used in the confines of the training area to include digging of tactical positions and, on the main hard standing roads, which range from past Range Control or any entrance to the training area, including the entrance to the Petersville hardstand area. Most requirements will be on a casual basis, not a long-term lease with a maximum response time of twenty-four hours.

6. Where possible details on the duration of individual rental transactions will be confirmed at the time of call-up against the SO. Dates provided with each call-up will be tentative due to unforeseen activities or commitments; therefore, the contractor will invoice accordingly to actual timings of a call-up.

7. Each call-up shall specify the number and type of vehicles to be supplied and shall provide terms and conditions, which permit hire on a daily, weekly and monthly basis. The recognized hourly usage by the contractor is 176 meter operating hours per month. Contractor to provide an hourly rate if the hourly meter reading exceeds the 176 hours.

8. All vehicles shall be subject to acceptance by the Officer Commanding (OC) Technical Services Transportation Company (OC Tech Svcs Tn Coy) or the OC's authorized representative before a call-up is made.

9. Call-ups against the SO agreement shall only be accepted from the 5 CDSG/CDSB Gagetown Tn Coy personnel. Any other call-up not authorized by the stated representatives herein, will not be the responsibility of the Crown, DND or OC Tech Svcs Tn Coy or his authorized representatives.

10. Request unlimited mileage/kilometres and hours.

11. CANCELLATION FEE: Notwithstanding anything contained in the call-up, the Minister reserves the right to terminate the call-up with respect to the vehicle(s) at any time, without penalty, within 12 hours notice of call-up.

12. Invoices must be received within 15 days upon completion of call-up.

13. **INSURANCE:** The Management of risk for Mobile Support Equipment hired by DND and operated by its personnel shall be governed by the general principle that the Government of Canada self underwrites these risks to which it alone is exposed and over which it generally has control. Consequently, the preferred approach when hiring of MSE is for the DND to assume all responsibility for the loss or damage to the hired equipment when the Department and/or its personnel is at fault or negligent. The department shall assume all responsibility for Liability to third parties (i.e. bodily injury and property damage) and all sums which DND and/or its personnel become legally obligated to pay as damage.

14. Contact point for 5 CDSG Tn Coy is Finance Cell, phone: (506) 422-2000 exts 2991/1631.

#### **RESPONSIBILITY OF CONTRACTOR:**

15. It is the responsibility of the contractor to deliver (FOB) all call-up equipment to destination requested and pick-up all equipment upon completion of the call-up (FOB) when notified by the OC Tn Coy or authorized representative. Prior to acceptance by the OC Tech Svcs Tn Coy, call-up equipment will be fuelled and cleaned to ensure a proper inspection. The contractor will carry out oil filter changes, oil changes and provide vehicle lubricants, filters as required and any warranty maintenance as required. The contractor will be responsible for any warranty or maintenance required within a 12 hours notice. Contractor to notify of any special lube, oils and/or grease to be used in completion of operator maintenance duties.

16. If call-up equipment does not meet the standards set within, the call-up shall be cancelled with no service/rental or delivery charge incurred.

17. The contractor will ensure equipment provided would meet our needs to the end of the call-up or a suitable replacement, (at no extra cost to DND) will be provided to complete the call-up.

18. The contractor should be aware that potential drivers may be under the age of 25, however, they will be members of the Regular or Reserve Force of the Canadian Forces or Department of National Defence Civilian employees and will be qualified operators in accordance to DND policies and regulations. Provisions will be made for this in the rental agreement.

19. Where applicable, the vehicle(s) supplied must meet the provisions of the Canada Safety Act and Government Motor Vehicle specifications. All original manufacturers' components must be in working order.

20. Any supplier found to have improper operational control/improper equipment or cannot supply would be considered ineligible by the OC Tech Svcs Tn Coy.

21. The contractor shall respond to a servicing or repair request within 4 hours and if a breakdown, equipment failure or if unserviceable due to an accident, and is expected to exceed 4 hours; the contractor will provide, at no expense to DND, a substitute vehicle of equal or greater value. Excess damage incurred will be the responsibility of the DND. Repairs will be made IAW the standards set down by DND. Downtime resulting from actuating repairs, processing the appropriate correspondence or from any other direct or indirect results of damage(s) to hired equipment will not be paid for by the Crown, DND or the OC Tech Svcs Tn Coy or his authorized representatives. Therefore, it behoves all concerned, including the contractor to do everything possible to expedite whatever action(s) is/are required rendering the hired equipment serviceable again. The contractor will notify the transport coordinator prior to performing any maintenance, service calls or repairs.

22. All charges for the call-up equipment will cease when OC Tech Svcs Tn Coy or his authorized representative notifies the contractor the call-up is terminated.

23. Failure to supply more than five call-ups may render withdrawal of SO.

24. The Standing Offer rates are determined based on the fact that the rented vehicle/equipment will be returned with normal wear and tear. A copy of a completed-signed work sheet must accompany claims submitted. The lessee will be accountable for any damages that are considered in excess of the normal wear and tear. For the purpose of this SO, normal wear and tear is defined as follows:

- (i) Metal fatigue, i.e. breaks or bends at welds, broken springs hinges, etc;
- (ii) Replacement of headlights, wiper blades;
- (iii) Wearing of the following: teeth caps /corner bits/ripper attachments due to normal wear and tear;
- (iv) Replacement of pins and lock washers;
- (v) Interior wear of vehicles, not including holes, burns or tears of interior surfaces;
- (vi) Removal of decals or signage and any resultant paint repairs will be considered outside the definition of normal wear and tear and therefore will be chargeable as a repair;
- (vii) Frayed or stretched emergency brake cables;
- (viii) Paint chips and minor scratches that do not extend to the base metal and minor scratches; and
- (ix) Any slight bends, and/or scrapes to house, undercarriage and counterweight that does not puncture base metals.

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**DAMAGE ACCEPTANCE CLAUSE:**

25. Once a contractor is notified of a rental return, it is the contractors' responsibility to pick up the equipment from Tech Svcs Tn Coy, Gagetown. The contractor should be aware that DND, the Crown, Tech Svcs Tn Coy is not responsible for the equipment once the contractor is notified of the termination of the call-up; therefore, the contractor should make every effort to have their equipment removed from 5 CDSG/CDSB Gagetown as soon as possible. It will be the responsibility of the contractor to ensure a proper return inspection is completed before the equipment leaves Tech Svcs Tn Coy. The steps that need to be adhered to when delivering/returning a vehicle are as follows:

a. The contractor and Tn Rep will do a visual inspection of both the exterior and interior of the equipment. If there is damage to the equipment, it shall be agreed upon, by both the representative of the Crown and the authorized representative of the contractor on the extent of damage and what the damage is. This will be annotated by the representative of the Crown and the authorized representative of the contractor on the inspection sheet.

b. If there is extensive damage, such as dents, missing parts, scratches that do extend to the base metal or suspect damage that is identified when the vehicle is returned, a representative of Tech Svcs Tn Coy Safety Section will be notified. A safety report will be completed and put on file along with an investigation that will be conducted by the Safety representative.

c. The contractor must be aware that once the equipment leaves Tech Svcs Tn Coy Gagetown and the contractor's representative accepts the vehicle without annotating damage to the equipment, there will be no claim made against Tech Svcs Tn Coy, the Crown or DND.

d. A signature will be required on the inspection sheet from the crown and the contractor's representative of the accepted condition of the equipment.

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## ANNEX B - BASIS OF PAYMENT

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

### Item 1 – Excavator 95-114 HP

	Est Qty	Unit Price	U of I	Amount
<b>April 1, 2017 - March 31, 2018</b>				
1. Daily Rate	5	\$	/day	\$
2. Weekly Rate	5	\$	/week	\$
3. Monthly rate	8	\$	/month	\$
<b>April 1, 2018 - March 31, 2019</b>				
4. Daily Rate	5	\$	/day	\$
5. Weekly Rate	5	\$	/week	\$
6. Monthly rate	8	\$	/month	\$
<b>April 1, 2019 - March 31, 2020</b>				
7. Daily Rate	5	\$	/day	\$
8. Weekly Rate	5	\$	/week	\$
9. Monthly rate	8	\$	/month	\$
<b>Total for evaluation purposes only (add lines 1 to 9)</b>				<b>\$</b>

#### Special Notes:

- 1) Complete only as requested in the table.
- 2) Est. Qty x Unit price = Amount (Perform this task for lines 1 to 9)
- 3) Definitions:
  - One (1) day = 24 hours
  - One (1) week = Seven (7) days
  - One (1) month = 28 days

#### Hourly rates\*:

1. Hourly Rate (April 1, 2017 to March 31, 2018) \$ \_\_\_\_\_ /hour
2. Hourly Rate (April 1, 2018 to March 31, 2019) \$ \_\_\_\_\_ /hour
3. Hourly Rate (April 1, 2019 to March 31, 2020) \$ \_\_\_\_\_ /hour

\*Hourly overtime rate will be charged when meter reading exceeds 176 hour per month

#### Cancellation Fee\* (if applicable):

For vehicles cancelled within 12 hours before pick-up \$ \_\_\_\_\_

Additional cost for thump attachments (if applicable) \$ \_\_\_\_\_ /hour

\*Not evaluated when issuing Standing Offers.

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

**Item 2 – Excavator 128-140 HP**

	Est Qty	Unit Price	U of I	Amount
<b>April 1, 2017 - March 31, 2018</b>				
1. Daily Rate	5	\$	/day	\$
2. Weekly Rate	5	\$	/week	\$
3. Monthly rate	8	\$	/month	\$
<b>April 1, 2018 - March 31, 2019</b>				
4. Daily Rate	5	\$	/day	\$
5. Weekly Rate	5	\$	/week	\$
6. Monthly rate	8	\$	/month	\$
<b>April 1, 2019 - March 31, 2020</b>				
7. Daily Rate	5	\$	/day	\$
8. Weekly Rate	5	\$	/week	\$
9. Monthly rate	8	\$	/month	\$
<b>Total for evaluation purposes only (add lines 1 to 9)</b>				<b>\$</b>

**Special Notes:**

- 1) Complete only as requested in the table.
- 2) Est. Qty x Unit price = Amount (Perform this task for lines 1 to 9)
- 3) Definitions:
  - One (1) day = 24 hours
  - One (1) week = Seven (7) days
  - One (1) month = 28 days

**Hourly rates\*:**

1. Hourly Rate (April 1, 2017 to March 31, 2018) \$ \_\_\_\_\_ /hour
2. Hourly Rate (April 1, 2018 to March 31, 2019) \$ \_\_\_\_\_ /hour
3. Hourly Rate (April 1, 2019 to March 31, 2020) \$ \_\_\_\_\_ /hour

\*Hourly overtime rate will be charged when meter reading exceeds 176 hour per month

**Cancellation Fee\* (if applicable):**

For vehicles cancelled within 12 hours before pick-up \$ \_\_\_\_\_

Additional cost for thump attachments (if applicable) \$ \_\_\_\_\_ /hour

\*Not evaluated when issuing Standing Offers.

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**Company Name :** \_\_\_\_\_

**Item 3 – Excavator 168-196 HP**

	Est Qty	Unit Price	U of I	Amount
<b>April 1, 2017 - March 31, 2018</b>				
1. Daily Rate	5	\$	/day	\$
2. Weekly Rate	5	\$	/week	\$
3. Monthly rate	8	\$	/month	\$
<b>April 1, 2018 - March 31, 2019</b>				
4. Daily Rate	5	\$	/day	\$
5. Weekly Rate	5	\$	/week	\$
6. Monthly rate	8	\$	/month	\$
<b>April 1, 2019 - March 31, 2020</b>				
7. Daily Rate	5	\$	/day	\$
8. Weekly Rate	5	\$	/week	\$
9. Monthly rate	8	\$	/month	\$
<b>Total for evaluation purposes only (add lines 1 to 9)</b>				<b>\$</b>

**Special Notes:**

- 1) Complete only as requested in the table.
- 2) Est. Qty x Unit price = Amount (Perform this task for lines 1 to 9)
- 3) Definitions:
  - One (1) day = 24 hours
  - One (1) week = Seven (7) days
  - One (1) month = 28 days

**Hourly rates\*:**

1. Hourly Rate (April 1, 2017 to March 31, 2018) \$ \_\_\_\_\_ /hour
2. Hourly Rate (April 1, 2018 to March 31, 2019) \$ \_\_\_\_\_ /hour
3. Hourly Rate (April 1, 2019 to March 31, 2020) \$ \_\_\_\_\_ /hour

\*Hourly overtime rate will be charged when meter reading exceeds 176 hour per month

**Cancellation Fee\* (if applicable):**

For vehicles cancelled within 12 hours before pick-up \$ \_\_\_\_\_

Additional cost for thump attachments (if applicable) \$ \_\_\_\_\_ /hour

\*Not evaluated when issuing Standing Offers.

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### **ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS**

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

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



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