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86 Clarence Street, 2nd floor  
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Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

## Revision to a Request for Supply Arrangement - Révision à une demande pour un arrangement en matière d'approvisionnement

The referenced document is hereby revised; unless  
otherwise indicated, all other terms and conditions of  
the Solicitation remain the same.

Ce document est par la présente révisé; sauf  
indication contraire, les modalités de l'invitation  
demeurent les mêmes.

### Comments - Commentaires

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Heavy Construction Equipment Renta	
<b>Solicitation No. - N° de l'invitation</b> E6TOR-15RM02/C	<b>Date</b> 2018-04-20
<b>Client Reference No. - N° de référence du client</b> E6TOR-15R-M02	<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> KIN-5-44083 (519)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-519-7442	
<b>Date of Original Request for Supply Arrangement</b> 2018-02-01 <b>Date de demande pour un arrangement en matière d'app. originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-04-27</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Choquette, Herb	<b>Buyer Id - Id de l'acheteur</b> kin519
<b>Telephone No. - N° de téléphone</b> (613) 536-4874 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> As stated on Call-up document	
<b>Security - Sécurité</b> This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Acknowledgement copy required</b> <b>Accusé de réception requis</b>	<b>Yes - Oui</b> <input type="checkbox"/>	<b>No - Non</b> <input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

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01  
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## PART 1 - GENERAL INFORMATION

### Delete

Entire bid solicitation number E6TOR-15RM02/C dated 2018/02/01 with a closing of 2018/04/27 at 2:00 p.m. EST.

### Replace with the following:

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
  - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
  - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
  - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Requirement and any other annexes.

#### 1.2 Summary

**1.2.1** Request for Supply Arrangements (SA) for Rental of heavy equipment without operator, on behalf of Federal Government Departments located in the Ontario Region and Nunavut. This equipment includes but is not be limited to: backhoes, bulldozers, excavators, vacuum and flusher trucks, loaders, trenchers, gradealls, dump trucks, cranes, 4wd outdoor forklifts and floats used to transport the heavy equipment. There is no pricing requested in this document as it will be used to pre-qualify bidders (by issuing Supply Arrangements) for future requests for quotations. The issuing of supply arrangements will be an ongoing process. The bid closing date on the first page of the RFSA represents the last date when the that a response can be submitted. Bidders may respond sooner and the resulting supply arrangement should be issued within one week from when the bid is submitted and determined to be compliant. Only supply arrangement holders will receive requests for quotations from Federal Government departments or agencies using this supply arrangement. There is no minimum call-up value. Individual call-ups including all amendments and Harmonized Sales Tax, must not exceed \$200,000. For call ups greater than \$200,000 the requirement will be advertised by PWGSC on the Government Electronic Tendering Service currently located at [www.BuyandSell.gc.ca](http://www.BuyandSell.gc.ca)

**1.2.2** 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).

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

### **1.3 Debriefings**

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

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## PART 2 - SUPPLIER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions 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.

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

The 2008 (2016-04-04) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

### 2.2 Submission of Arrangements

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

### 2.3 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

### 2.4 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than 15 calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

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

### 2.5 Applicable Laws

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

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

## **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

### **3.1 Arrangement Preparation Instructions**

Canada requests that Suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement 1 hard copies

Section II: Certifications 1 hard copies

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Suppliers 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 Arrangement**

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Certifications**

Suppliers must submit the certifications required under Part 5.

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01  
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KIN-5-44083

Buyer ID - Id de l'acheteur  
KIN519  
CCC No./N° CCC - FMS No./N° VME

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

### **4.1 Evaluation Procedures**

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

### **4.2 Basis of Selection**

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



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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

### 5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement non-responsive.

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

## PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### A. SUPPLY ARRANGEMENT

#### 6.1 Arrangement

The Supply Arrangement covers the Work described in the Requirement at Annex A

#### 6.2 Security Requirements

6.2.1 There is no security requirement applicable to this Supply Arrangement.

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions 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

2020 (2016-04-04) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

##### 6.3.2 Supply Arrangement Reporting

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

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

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

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Supply Arrangement Authority no later than 30 calendar days after the end of the reporting period.

## 6.4 Term of Supply Arrangement

### 6.4.1 Period of the Supply Arrangement

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

The period for awarding contracts under the Supply Arrangement begins 1 December 2015.

### 6.4.2

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Ontario, **including** areas in Nunavut which are subject to Comprehensive Land Claims Agreements (CLCAs).

## 6.5 Authorities

### 6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Herb Choquette  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region  
Address: 86 Clarence St. 2<sup>nd</sup> floor

Telephone: (613) 536-4874  
Facsimile: (613) 545-8067  
E-mail address: Herb.Choquette@pwgsc.gc.ca

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

### 6.5.2 Supplier's Representative *(Bidder to Fill in)*

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

## 6.6 Identified Users

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

## 6.7 On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

## 6.8 Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2016-04-04), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex A, Requirement;
- (d) the Supplier's arrangement dated \_\_\_\_\_ (*insert date of arrangement*) (*if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on \_\_\_\_\_" or "as amended \_\_\_\_\_". (Insert date(s) of clarification(s) or amendment(s), if applicable).*

## 6.9 Certifications

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing additional information are conditions of issuance of the Supply Arrangement (SA). Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the Supply Arrangement.

### 6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Supplier in the arrangement, if applicable).*

### 6.11 Establishment of Supply Arrangement For Rotational Sourcing

PWGSC will provide to identified users the list of Supply Arrangement (SA) Holders. The list will be sorted in numerical order, based on the individual Supply Arrangement number of the SA Holder.

## B. BID SOLICITATION

### 6.1 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Simple, for low dollar value requirements;
- Medium Complexity (MC) for medium complexity requirements;
- High Complexity (HC) for more complex requirements.

A copy of the template(s) can be provided upon request by contacting the Procurement Process Tools Division by sending a query to

[TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca).

**Note:** References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements; **OR** 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;

" Subsection 3 of Section 01, Integrity Provisions - Bid of the Standard Instructions (*insert, as applicable: 2003 or 2004*) incorporated by reference above *is* deleted in its entirety and replaced with the following:

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (*insert, as applicable: 2003 or 2004*) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSa), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors."
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) financial capability (*if applicable*);
- (h) certifications;
  - **Federal Contractors Program (FCP) for Employment Equity - Notification**
  - **Integrity Provisions - Declaration of Convicted Offences;**

- (i) conditions of the resulting contract.

## 6.2 Bid Solicitation Process

**6.2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

**6.2.2** The identified user will create, distribute and evaluate requests for quotation using the following forms for the first page of the bid solicitation document and the first page of the resulting contract document. These forms are available on the Electronic Forms Catalogue ([http://publiscervice-app.tpsgc-pwgsc.gc.ca/forms/text/search\\_for\\_forms-e.html](http://publiscervice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html)) website.

PWGSC-TPSGC 9400-3, Bid Solicitation  
PWGSC-TPSGC 9400-4, Contract

**6.2.3** The bid solicitation will be sent directly to suppliers by the identified user.

**6.2.4** The Supply Arrangement Holder must provide their bid to the location stated in the RFQ by the date, and time stated in the RFQ.

**6.2.5** The Identified User will award the contract to the Supply Arrangement Holder who provides the lowest priced compliant quotation.

## 6.3 Bid Solicitation Requirements

### 6.3.1 Number of solicitations that must be sent out

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

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

For all requirements with an estimated value between \$10,001.00 and \$70,000.00 (HST included)

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

For all requirements with an estimated value between \$70,001.00, and \$200,000.00 (HST included)

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

### 6.3.2 Example of number of RFQ required to be sent to SA holders

Based on 6 SA holders in that indicated they would supply to the area.

Estimated Call-up	number of RFQs sent out
\$10,000.00	1
\$20,000.00	3
\$70,0000	3
\$75,0000	6

### 6.3.3 Nunavut Land Claims Agreement

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

## C. RESULTING CONTRACT CLAUSES

### 6.1 General

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

For any contract to be awarded using the template:

- (a) **Simple** (for low dollar value requirements), general conditions 2029 will apply to the resulting contract;
- (b) **MC** (for medium complexity requirements), general conditions 2010C will apply to the resulting contract;
- (c) **HC** (for high complexity requirements), 2035 general conditions will apply to the resulting contract.

A copy of the template(s) can be provided upon request by contacting the Procurement Process Tools Division by sending a query to [Outilsd'approvisionnement.ProcurementTools@tpsgc-pwgsc.gc.ca](mailto:Outilsd'approvisionnement.ProcurementTools@tpsgc-pwgsc.gc.ca).

**Note:** References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

## **ANNEX "A", REQUIREMENT**

### **Part 1, General**

#### **1.1 DESCRIPTION**

The work comprises the furnishing of all labour, tools, materials, equipment and supervision required to provide equipment as detailed in Part 2 - Products, without operator and fuels, on an "as required" basis.

#### **1.2 CONTRACTOR'S RESPONSIBILITIES**

1. Equipment will be fueled and have both interior and exterior of equipment thoroughly cleaned to ensure a proper inspection.
2. Ensure rental equipment registration and fleet insurance is up-to-date and in the rental equipment and that rental equipment licensing, permits or exemptions are enforced and in place.
3. Ensure that a visual inspection is completed before and after the rental period. An inspection form must be signed both by representatives of the Contractor and Canada on the condition of the rental equipment.
4. The rental equipment supplied must meet the provisions of the Canada Safety Act and Government Motor Vehicle specifications. All original manufacturers' components along with attachments must be in working order.
5. Contractor must be available to change damaged tires on job site as required.
6. The Contractor will carry out oil filter changes; provide lubricants, filters and any warranty maintenance as required. Warranty servicing will mean the supply of parts normally provided by the manufacturer's warranty, together with the labour necessary to install such parts. The warranty must, in no case, cover a period of less than 12 months. The Warranty service as outlined herein must be made available at any dealer for the make of rental equipment leased within Canada. The Contractor will be responsible for any warranty or maintenance required within 12 hours of notice.
7. If equipment does not meet the standards set within the statement of requirement, the contract will be cancelled with no service/rental or delivery charge.
8. The Contractor will ensure equipment provided would meet Canada's needs to the end of the contract or a suitable replacement (at no extra cost to Canada) will be provided to complete the contract.
9. The Contractor should be aware that potential drivers may be under the age of 25, however, they will be qualified to operate this equipment in accordance to Federal Government policies and regulations. Provisions will be made for this in the rental agreement.
10. The contractor must 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 Canada, a substitute piece of rental equipment of equal or greater value. Excess damage incurred will be the responsibility of Canada. Repairs will be made in accordance with the standards set down by Canada. Canada will not pay for downtime



resulting from actuating repairs, processing the appropriate correspondence or from any other direct or indirect results of damage(s) to hired equipment. Therefore, it behooves all concerned, including the contractor to do everything possible to expedite whatever action(s) is/are required rendering the rental equipment serviceable again. It is the responsibility of the contractor to invoice only completed repairs, which must accompany the request for payment. Repair work must be of comparable quality and of contractor standard. Canada must be given the opportunity, if they so desire, to obtain its own estimate through a third party on the identified repairs, in order to validate the contractor's estimate. There will be no administrative fees added to the repairs or cost of repairs/labour. The PWGSC Contracting Authority and the Senior Claims Analyst will resolve disagreements.

11. All charges for the rental of equipment will cease to accumulate when Canada's representative notifies the Contractor the contract is terminated or the rental equipment is ready to be picked up.
12. Once the Contractor is notified of that the rental equipment is ready to be picked up, it is the contractors' responsibility to pick up the equipment from the lessee's facilities. The Contractor should be aware that Canada is not responsible for the equipment once the contractor is notified of the equipment is ready for pick-up; therefore, the contractor should make every effort to have their equipment removed from Canada's facility as soon as possible. It will be the responsibility of the Contractor to ensure a proper return inspection is completed before the equipment leaves Canada's facility.
13. The rates are determined based on the fact that the rental equipment will be returned with normal wear and tear. 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. For the purpose of this Supply Arrangement, normal wear and tear is defined as the following:
  - a. Scratches due to normal operation as recognized by the Contractor;
  - b. Paint chips and minor scratches that do not extend to the base metal;
  - c. Frayed or stretched emergency brake cables;
  - d. Interior wear of rental equipment, not including holes, burns or tears of interior surfaces;
  - e. Tire wear and damage down to but not below the Ontario provincial safety standards;
  - f. All original manufacturer's components of the rental equipment must be in working condition.
  - g. Metal fatigue, i.e. breaks at welds, broken spring hinges, etc;
14. A copy of a completed and signed Contract must accompany claims submitted. Canada will be accountable for any damages that are considered in excess of the normal wear and tear.

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### 1.3 CANADA'S RESPONSIBILITIES:

1. It is understood and agreed that Canada is responsible for the loss and damage to the equipment during the lease period if caused or carelessness of employees, Officers or agents of Canada and recorded to the extent that the loss or damage is not the result of normal wear and tear or an Act Of God. Damage incurred to the rental equipment between the time of delivery from the contractor and the time the rental equipment is returned (end of lease) will be the responsibility of the Contractor. Canada will under write loss of damage due to theft but not due to the negligence of the Contractor.
2. Claims against Canada 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 Canada's employee acting within the scope of his/her duties.
3. No claim, demand or legal proceeding is to be brought against an officer or servant of Canada in respect of damage to rental equipment, including damage caused by negligence of officer or servant of Canada while acting within the scope of his or her duties.
4. Canada underwrites its own costs to repair or replace equipment in its care and control. Since Canada is self-insured it is not recommended that additional insurance be purchased by Canada's representative.

### 1.4 DAMAGE ACCEPTANCE CLAUSE:

The steps that need to be adhered to when delivering/returning a rental equipment are as follows:

1. The Contractor and Canada's Representative will do a visual inspection of both the exterior and interior of the equipment. If there is damage to the equipment, it must be agreed upon, by both the representative of Canada 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 Canada and the authorized representative of the Contractor on the inspection form.
2. 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 rental equipment is returned, a representative of Canada's 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.
3. The Contractor must be aware that once the equipment leaves Canada's facility and the contractor's representative accepts the inspection form of the rental agreement without annotating damage to the equipment, no claim can be made against Canada.
4. A signature will be required on the inspection sheet from Canada and the contractor's representative of the accepted condition of the equipment.

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## **Part 2 – PRODUCTS**

### **2.1 EQUIPMENT**

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

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

## ANNEX B, BID SUBMISSION FORM

1. Company Name: \_\_\_\_\_
2. Area(s) in Ontario where Contractor will rent heavy equipment.

Location Of Rental	Value of Rental that Contractor will bid on for the location		
	up to \$10,000	\$10,001 to \$25,000	\$25,001 to \$70,000
Belleville			
Brockville			
Borden			
Campbellford			
Coburg			
Cornwall			
French River Dam			
Gravenhurst			
Greater Toronto Area			
Hamilton			
Kingston			
Kitchener			
London and Stony Point, First Nations			
Niagara Falls			
North Bay			
Petawawa			
Peterborough			
Sault Ste. Marie			
Sudbury			
Trenton			
Windsor			
<b>Nunavut Locations</b>			
Iqualuit			
Alert			
<b>Other Ontario Locations not listed above</b>			
<b>Location Of Rental</b>			