



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

PWGSC/TPSGC Acquisitions Bid Receiving
Box/Boîte de Réception des Soumissions
Bid Receiving Box/Boîte de Récepti
1st Floor/1ère étage, Suite 1212
100-1045 Main Street
Moncton
New Brunswick
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
Acquisitions NB/PEI (Moncton Office) – Bureau
d'acquisitions N.-B./Î.-P.-É. (Moncton)
1045 Main Street / 1045, rue Main
Moncton
New Bruns
E1C 1H1

Title - Sujet RISO ATV/UTV Rentals OCIR Locations VTT/CAC	
Solicitation No. - N° de l'invitation W0501-23C006/A	Date 2022-05-26
Client Reference No. - N° de référence du client W0501-23C006	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-043-6214
File No. - N° de dossier MCT-2-45008 (043)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2022-06-14 Heure Avancée de l'Atlantique HAA	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Beausoleil (MCT), Timothee	Buyer Id - Id de l'acheteur mct043
Telephone No. - N° de téléphone (902)388-8377 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE AS PER CALL UP PO BOX 17000 STN FORCES OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité 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

**Request for Standing Offer (RFSO)
ATV/UTV Rental
DND Gagetown NB**

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	4
1.3 DEBRIEFINGS.....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	5
2.4 APPLICABLE LAWS.....	6
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	7
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES	9
4.2 BASIS OF SELECTION.....	9
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	10
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	11
6.1 SECURITY REQUIREMENTS.....	11
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	12
A. STANDING OFFER.....	12
7.1 OFFER	12
7.2 SECURITY REQUIREMENTS	12
7.3 STANDARD CLAUSES AND CONDITIONS.....	12
7.4 TERM OF STANDING OFFER.....	12
7.5 AUTHORITIES	12
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	13
7.7 IDENTIFIED USERS	13
7.8 CALL-UP INSTRUMENT	13
7.9 LIMITATION OF CALL-UPS.....	14
7.10 FINANCIAL LIMITATION	14
7.11 PRIORITY OF DOCUMENTS.....	14
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION	14
7.13 APPLICABLE LAWS	14
7.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	15
B. RESULTING CONTRACT CLAUSES	16
7.1 STATEMENT OF REQUIREMENT.....	16
7.2 STANDARD CLAUSES AND CONDITIONS.....	16

Solicitation No. - N° de l'invitation
W0501-23C006/A
Client Ref. No. - N° de réf. du client
W0501-23C006

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45008

Buyer ID - Id de l'acheteur
MCT043
CCC No./N° CCC - FMS No./N° VME

7.3	TERM OF CONTRACT	16
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	16
7.5	PAYMENT	16
7.6	INVOICING INSTRUCTIONS	17
7.7	SACC MANUAL CLAUSES	18
7.8	DISPUTE RESOLUTION	18
ANNEX "A"		19
	STATEMENT OF REQUIREMENT	19
ANNEX "B"		25
	BASIS OF PAYMENT	25
ANNEX "C" TO PART 3 OF THE REQUEST FOR STANDING OFFERS		27
	ELECTRONIC PAYMENT INSTRUMENTS	27
ANNEX "D"		28

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven 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;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, 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, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes.

1.2 Summary

The Department of National Defence (DND), CFB Gagetown, Oromocto NB, has a requirement for the establishment of a Regional Individual Standing Offer (RISO).

The work covered under this Standing Offer Agreement comprises the provision of all labour, transportation, equipment, supervision, tools and materials necessary to provide short term (less than 6 months) All-Terrain Vehicle (ATV) rentals and/or Side-by-Side (SxS) Vehicles for 5 CDSB Gagetown, when requested on Form 942, Call-Up Against A Standing Offer, and as specified herein.

The period of the Standing Offer will be from July 1, 2022 until June 30, 2025.

Bidders should note that there is no guarantee that the full or any amount of the Standing Offers will be called up. All work is to be completed on an "as and when required" basis in accordance with Annex A – Statement of Requirement:

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.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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 \(2020-05-28\)](#) 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 Manual clause **M0019T** (2007-05-25) Firm Prices and/or Rates

SACC Manual clause **C9000T** (2010-08-16) Pricing

2.2 Submission of Offers

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

PWGSC Acquisitions, Bid Receiving Box
1st Floor, Suite 1212
100-1045 Main Street
Moncton, NB E1C 1H1

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

Note: **Bids will not be accepted if emailed directly to this email address.** This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2006, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (506) 851-6759

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 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.

2.4 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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its 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

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

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

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

Mandatory Technical Criteria as specified in Annex "A"

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Offer

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

4.2 Basis of Selection

SACC Manual Clause [M0031T](#) (2007/05/25), Basis of Selection - Mandatory Technical Criteria Only

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 Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 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.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

Solicitation No. - N° de l'invitation
W0501-23C006/A
Client Ref. No. - N° de réf. du client
W0501-23C006

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45008

Buyer ID - Id de l'acheteur
MCT043
CCC No./N° CCC - FMS No./N° VME

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Contract.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with Annex "A" – Statement of Requirement

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 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.

7.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from July 1, 2022 to June 30, 2025 inclusive.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Timothée Beausoleil
Title: a/ Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Acquisitions NB/PEI
Address: 161 St. Peters Road, 2nd Floor Suite 204, Charlottetown, PE, C1A 5P7
Telephone: (902) 388-8377
Facsimile: (506) 851-6759
E-mail address: Timothee.beausoleil2@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.

7.5.2 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.

7.5.3 Offeror's Representative

Name:

Telephone: ()

Fax: ()

E-mail:

7.6 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: 2019-1 of the Treasury Board Secretariat of Canada.

(Derived from - Provenant de: A3025C, 2020/05/04)

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence (DND), Detachment Gagetown.

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;

-
- description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$2,608,695.65 (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 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.

7.11 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](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) [2010A](#) (2021/12/02), General Conditions - Goods (Medium Complexity);
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*)

7.12 Certifications and Additional Information

7.12.1 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.

7.13 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.

Solicitation No. - N° de l'invitation
W0501-23C006/A
Client Ref. No. - N° de réf. du client
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Buyer ID - Id de l'acheteur
MCT043
CCC No./N° CCC - FMS No./N° VME

7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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.

7.1 Statement of Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services

7.2.2 Supplemental General Conditions

[2010A](#) (2021/12/02), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

[4013 \(2021-11-29\), Compliance with on-site measures, standing orders, policies, and rules](#)

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.3.2 Period of the Contract

The period of the Contract is from July 1, 2022 to June 30, 2025 inclusive.

7.4 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

(Derived from - Provenant de: A3025C, 2020/05/04)

7.5 Payment

7.5.1 Basis of Payment

Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Annex B. 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.

7.5.2 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$2,608,695.65**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

(Derived from - Provenant de: C6001C, 2017/08/17)

7.5.3 Method of Payment

SACC Reference	Section	Date
H1001C	Multiple Payments	2008/05/12

7.5.4 Electronic Payment of Invoices – Call-up

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)

7.6 Invoicing Instructions

- 7.6.1 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.
- 7.6.2 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.

Solicitation No. - N° de l'invitation
W0501-23C006/A
Client Ref. No. - N° de réf. du client
W0501-23C006

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45008

Buyer ID - Id de l'acheteur
MCT043
CCC No./N° CCC - FMS No./N° VME

7.7 SACC Manual Clauses

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010/01/11

7.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF REQUIREMENT

All-Terrain Vehicle and/or Side-by-Side Vehicles

1. Title

The 5th Canadian Division Support Group (5 CDSG) for the provision of all labour, transportation, equipment, supervision, tools and materials necessary to provide short term (less than 6 months) All-Terrain Vehicle (ATV) rentals and/or Side-by-Side (SxS) Vehicles for dates between 01 July 2022 and 30 June 2025.

2. Background

5 CDSG requires ATVs and/or Side-by-Side Vehicles for various training activities. Individuals will use ATVs and/or Side-by-Side Vehicles for a variety of tasks such as cross-country manoeuvre, navigation, and tactical terrain analysis.

3. General Outline of Requirement

- a. All rentals are required for operational purposes and will only be operated by DND Personnel.
- b. All equipment supplied must meet, or exceed all applicable provisions of the Motor Vehicle Safety Act of Canada and the regulations there under that are in force on the date of its manufacture.
- c. Equipment will only be operated within designated operational areas within the province of New Brunswick.
- d. The offeror represents and warrants that:
 - i. It has full power and authority to rent the motor vehicles to Canada, and
 - ii. During the period of the rental of the motor vehicle, if Canada is not in default in carrying out any of contractual obligations, Canada will have unlimited use of the motor vehicle without disturbance from the Offeror, except when the Offeror is performing maintenance pursuant to the provisions of the contract, and without disturbance by any person lawfully claiming by, through, or under the contract.
- e. DND WILL NOT SIGN THE OFFEROR'S RENTAL AGREEMENT, AS THE TERMS AND CONDITIONS OF THIS CONTRACT TAKE PRECEDENCE.

4. Title to Rented Motor Vehicle

Title to the rented motor vehicles will at all times remain with the Offeror.

5. Deliverables

- a. The offeror must provide the requested number of ATVs identified in the call-up.

-
- b. Vehicles must be physically and mechanically in good repair, clean condition and meet the minimum mandatory specifications as defined within the Motor Vehicle Safety Act of Canada and the regulations there under that are in force on the date of its manufacture.
 - c. In case of emergencies, the Offeror must be able to deliver/pick-up vehicles from the site within 24 hours of notification.
 - d. All vehicles shall be provided full of fuel and oil. The Offeror must identify the types of fuel required, and recommendations for oils, lubricants and whether there should be any additives for operation in extreme weather conditions, hot or cold.
 - e. The offeror will honor DND licensing qualifications for the Canadian Armed Forces UTV (SxS) and ATV equivalent.
 - f. DND retains the right to recover (i.e. Tow) by Maintenance Recovery Truck (MRT) and or trailer to any ATV/ UTV that becomes inoperable to an agreed upon location.
 - g. The Offeror will be responsible for the cost of all repairs, unless it is demonstrated that DND was at fault or caused the problem. This includes, however is not limited to mechanical failure, structural failure and failure of the charging system.
 - h. Should it be determined that repairs cannot be completed on an ATV/UTV within 24 hours, the offeror will provide a replacement vehicle of equal or greater capability within 24 hours of receipt of notification of breakdown.
 - i. The offeror shall provide verbal/written instructions regarding the operation of the rented equipment to the Project Authority as may be required throughout the duration of the contract.
 - j. The offeror is responsible for the vehicles' delivery to and pick up from the agreed upon location.
 - k. The offeror is responsible for the vehicle registration and fleet insurance being up to date and in the vehicle, and that vehicle licensing, permits or exemptions are in force and in place.

6. Inspections

- a. DND reserves the right to inspect the offered vehicles and safety equipment prior to acceptance, as well as the right to object to any part thereof that does not meet specified requirements.
- b. Prior to acceptance of the vehicle, DND and the offeror, will inspect the vehicle(s) by completing a vehicle inspection report reporting the condition of each vehicle. The vehicle inspection report will be provided by the offeror and will include but isn't limited to, odometer readings, damages, malfunctions, cracks in windshield, scratches in paint or interior, dents on the body, date/time of delivery, etc. The vehicle inspection report will be signed and dated by DND and the offeror.
- c. Upon return of the vehicle, DND and the offeror will inspect the vehicle (s) along with reviewing the original vehicle inspection report making sure no additional damages have

occurred to the vehicle. Any additional damages will then be documented along with the odometer reading and the date/time of pickup. Only the additional damage recorded upon return of the vehicle will be considered for compensation by DND.

7. Maintenance

- a. Full maintenance related to normal wear and tear as defined below will be the responsibility of the offeror. The DND location renting the vehicle(s) will not make or cause to have made any maintenance without the consent of the offeror.
- b. The offeror will be responsible for any scheduled repair, routine maintenance and hour based interval inspection, as defined by the equipment manual. The offeror will ensure pending interval maintenance or inspection is completed prior to delivery of any equipment requested under any call up.
- c. The offeror will supply another vehicle of the same type and size to the DND location indicated on the original call-up document 24 hours prior to the scheduled service date/time. The offeror will be responsible to pick up/return the vehicle to DND, along with any costs associated to the servicing.
- d. In the event of equipment failure of any type, a replacement vehicle of the same type and size, must be provided within 24 hours of receipt notification of break down. The replacement vehicle will be delivered to the agreed upon DND location. If the offeror decides to repair the vehicle through an affiliated agent, the offeror will be responsible to transport the vehicle to and from the affiliated agent location. The offeror is responsible for any financial obligation incurred in relation to the repair and/ or transport of vehicles.

8. Normal Wear and tear

- a. The Contractor grants Canada for the term specified in the contract, the right to possess, use and enjoy the vehicle specified in the contract. The contract will not convey ownership of the vehicle to Canada nor create any obligation on Canada to purchase the vehicle.
- b. The term "Normal Wear and Tear" refers to the natural amount of deterioration, which can be expected over the term of the lease and include:
 - i. tire wear, paint chips and minor scratches that do not extend to the base metal;
 - ii. all paint scratches and paint wear and minor dents to interior, top rails and tailgates;
 - iii. paint chips caused by stones thrown by the wheels of the vehicles;
 - iv. frayed or stretched emergency brake cables;
 - v. interior wear of vehicles not including holes, burns or tears of interior surfaces;
 - vi. interior wear of trucks including all paint scratches; and
 - vii. tire wear and damage, provided that the tires meet provincial safety standards.
- c. Removal of decals or signage and any resultant paint repairs are not considered normal wear and tear and will be chargeable as a repair

9. Division of Responsibilities

- a. DND's responsibilities will include:
 - i. The supply of fuel during the rental period;
 - ii. Oil, fluids and lubricants required between regular changes;

-
- iii. Return to the offeror, all vehicle parts replaced, including damaged or worn tires;
 - iv. Return of vehicle with a full tank of fuel;
 - v. Washing of vehicle before return to offeror;
 - vi. Indication of damage or equipment failure to offeror immediately upon discovery;
 - vii. Flat tires when the vehicle is in use by DND;
 - viii. Adherence by DND personnel to safe operational guidelines and procedures; and
 - ix. Outline by the operators manual and DND driver training.
- b. The offeror is responsible for:
- i. Delivery of the vehicle to the designated dealer for servicing as required;
 - ii. Pre-servicing the vehicle prior to delivery;
 - iii. Supplying a full tank of fuel with the vehicles delivered;
 - iv. Ensuring each vehicle delivered has the following equipment and accessories:
 - 1. two ignition keys;
 - 2. vehicle jack, as applicable;
 - 3. wheel wrench.
- c. Replacement of tires covered by the tire manufacturer's normal warranty. (Replacement tires will be to original equipment specifications with the same life, standard and quality.);
- d. All Warranty Servicing: "Warranty servicing" means the supply of parts normally provided by the manufacturer's warranty together with the labour necessary to install such parts. The warranty service must be made available at any dealer for the make of vehicle, within Canada; and
- e. Inspecting the vehicle upon its return to the designated dealer for any damages.

10. Damage and lost time

- a. DND is responsible for loss and damage to the vehicle supplied under the contract during the rental period if the loss and damage is not the result of normal wear and tear, provided the damage was not present at the time of acceptance by DND, or the result of manufacturer defect.
- b. DND will obtain a written estimate for the repairs and, in consultation with the offeror, decided where the repairs are to be performed. If the offeror decides to have any damage repaired by a supplier of their own preference and the cost of said repairs are higher than the estimate obtained, DND will only pay the lesser amount. If the contractor decides that the vehicle is to be repaired at a place other than the place DND chooses, the contractor will be responsible to pay transport costs of the vehicle to the alternate location.
- c. Once the value of the repairs has been established and agreed to by DND, the offeror will get the vehicle repaired. Invoices must include copies of estimates and actual repair invoices. Once the invoice has been received by DND, the invoice will be certified and processed for payment.

- d. If the vehicle has been damaged due to the negligence or carelessness DND, lost time will be considered based on the daily rental rate and negotiated between the contract authority, the offeror and DND.
- e. The offeror must report all damages discovered within 30 days after the end of the rental return, provided that the equipment was not subsequently provided under contract to another organization within that same period. Damages must be reported on an inspection form and must be signed in agreement by both parties. In situations in which DND is deemed at fault for the damages, repair invoices must arrive to the project authority no later than 30 days after completion of the agreed upon repair.

11. Technical Specifications - Minimum Mandatory Performance Specifications

A complete list of the minimum mandatory performance specifications are detailed below in the "Mandatory Matrix". Offerors are to clearly demonstrate compliance with each mandatory specification.

- a. Offerors must show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
- b. Offerors are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Matrix.
- c. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Offerors responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Offeror should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
- d. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Offeror that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
- e.. Offerors must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.
- f. Failure to meet each mandatory performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

11.1 Minimum Mandatory Technical Specifications:

Item#	Performance specification	Performance specification Met? Indicate either Yes/NO	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documentation.
All-Terrain Vehicle (ATV)				
1.	Must be a minimum of 500 cc's to a maximum of 800 cc's			
2.	Must be automatic transmission			
3.	Must have four (4) wheel drive			
4.	Must have reverse			
5.	Must come with a front or rear storage rack			
6.	Must be equipped with a minimum 2500lb rated winch front or back			
7.	Must come with tire plugging kit			
8.	Must come with a minimum of one (1) spare tire per unit			
9.	Must have full serviceable headlights			
10.	Must supply one (1) helmet per machine, lightly used or new, LG or XL: full face, that meet specifications provided within the Motor Vehicle Safety Act of Canada and the regulations thereunder that are in force on the date of its manufacture			
Side-by-Sides (SxS)				
1.	Must be a minimum of 500 cc's to a maximum of 1000 cc's			
2.	Must be automatic transmission			
3.	Must have four (4) wheel drive			
4.	Must have reverse			
5.	Must be equipped with a front or rear storage rack			
6.	Must be equipped with a minimum 3500lb rated winch front or back			

12. Desirable Specifications

- a. Have a fuel indicator; and b. Use gas for fuel.

ANNEX "B"

BASIS OF PAYMENT

Prices quoted to be Firm Prices in accordance with the Requirement at Annex A. Firm prices must be in Canadian dollars and must include: delivery charges to and from the requested site, unlimited kilometers and unlimited number of hours of operation.

The following requirement must be strictly adhered to. Failure to do so shall render the bidder's proposal as non-responsive:

It is mandatory that the bidders submit firm rates in each column, for all items listed, and for all three years covering this Standing Offer. Unit Price Tables will be considered as the bidder's Financial Proposal.

NOTE: TENDERS WILL BE EVALUATED ON THE GRAND TOTAL OF ALL THREE YEARS.

Customs duties are included and Applicable Taxes are extra. GST/HST, if applicable, is to be shown as a separate item on any resulting invoice.

Period Year One: 01 July 2022 – 30 June 2023

			Column #1	Column #2	Column #3	
Item	Item Description	Qty	Cost Per Day	Cost Per Week	Cost Per Month	Extended Total col. 1+2+3
1	All-Terrain Vehicles	Each	\$	\$	\$	\$
2	Side-by-Side	Each	\$	\$	\$	\$
A	Year One Extended Total – Sum of Item 1 and 2					\$

Period Year Two: 01 July 2023 – 30 June 2024

			Column #1	Column #2	Column #3	
Item	Item Description	Qty	Cost Per Day	Cost Per Week	Cost Per Month	Extended Total col. 1+2+3
3	All-Terrain Vehicles	Each	\$	\$	\$	\$
4	Side-by-Side	Each	\$	\$	\$	\$
B	Year Two Extended Total – Sum of Item 3 and 4					\$

*(Continued next page)

Period Year Three: 01 July 2024 – 30 June 2025

			Column #1	Column #2	Column #3	
Item	Item Description	Qty	Cost Per Day	Cost Per Week	Cost Per Month	Extended Total Col. 1+2+3
5	All-Terrain Vehicles	Each	\$	\$	\$	\$
6	Side-by-Side	Each	\$	\$	\$	\$
C	Year Three Extended Total – Sum of Item 5 and 6					\$

Year One Extended Total (Item A): \$ _____

Year Two Extended Total (Item B): \$ _____

Year Three Extended Total (Item C): \$ _____

Grand Total of Items A + B + C: \$ _____ (Amount used for evaluation purposes)

***Miscellaneous Charges**

The Project Authority identified in this agreement or his/her delegated representative are the Crown Representative who may authorize additional charges up to the maximum amount provided in this article. (taxes excluded). Any parts or services provided without the prior authorization of the Crown representative is at the Contractor's risk and expense. In no event shall additional costs be considered that would cause the total sum of the contract to be exceeded without prior written amendment to this contract.

The maximum allowed for Miscellaneous Charges is "to be provided upon contract award" (GST/HST extra).

Miscellaneous Charges includes the following unplanned charges:

1. Additional parts or services not specifically identified within the contract; or
2. Damages incurred by DND during the use of the rented equipment.

Solicitation No. - N° de l'invitation
W0501-23C006/A
Client Ref. No. - N° de réf. du client
W0501-23C006

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45008

Buyer ID - Id de l'acheteur
MCT043
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" to PART 3 OF THE REQUEST FOR STANDING OFFERS

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)

