

**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works & Government Services  
Canada/Réception des soumissions Travaux publics et  
Services gouvernementaux Canada  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.E.)  
B3J 1T3  
Halifax  
Bid Fax: (902) 496-5016

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Real Property Contracting  
1713 Bedford Row  
P.O. Box 2247/C.P.2247  
Halifax, N.S./Halifax, (N.E.)  
B3J 3C9  
Halifax

<b>Title - Sujet</b> RISO - HEAVY EQUIPMENT RENTAL	
<b>Solicitation No. - N° de l'invitation</b> W010C-14C092/A	<b>Date</b> 2014-03-04
<b>Client Reference No. - N° de référence du client</b> W010C-14-C092	<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> PWA-3-70083 (122)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWA-122-5068	
<b>Date of Original Request for Standing Offer</b> Date de la demande de l'offre à commandes originale 2014-02-27	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-04-10</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Chinye (PWA), Chukwudi	<b>Buyer Id - Id de l'acheteur</b> pwa122
<b>Telephone No. - N° de téléphone</b> (902) 496-5476 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Acknowledgement copy required</b>	<b>Yes - Oui</b>	<b>No - Non</b>
<b>Accusé de réception requis</b>	<input type="checkbox"/>	<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>		

Amendment 001 is raised to incorporate the following changes:

## **B. RESULTING CONTRACT CLAUSES**

**Delete in its entirety**

**Insert as follows**

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. Insurance Requirements
8. *SACC Manual* Clauses

List of Annexes:

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Security Requirements Checklist
- Annex D - Insurance Requirements
- Annex E - Dollar Usage Report Form
- Annex F - Integrity Provisions - Associated Information

## **PART 2 - OFFEROR INSTRUCTIONS**

**Delete in its entirety**

**Insert as follows**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2014-03-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

### **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.

### 3. Former Public Servant

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

#### Definitions

For the purposes of this clause,

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

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
  - b. date of termination of employment or retirement from the Public Service.
- By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### Work Force Adjustment Directive

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Amd. No. - N° de la modif.

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Buyer ID - Id de l'acheteur

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

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

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### **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 Nova Scotia.

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

## **PART 5 - CERTIFICATIONS**

**Delete in its entirety**

**Insert as follows**

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will

declare a contractor in default, if any certification is found to be untrue whether 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 with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

## 1. Certifications Required Precedent to Issuance of a Standing Offer

### 1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006 . The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### 1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

## 2. Additional Certifications Precedent to Issuance of a Standing Offer

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

### 2.1 Proof of an Independent Safety Audit

Bidders are to provide documentation indicating that the bidder has successfully completed a recognized safety audit, and the company/person performing the audit are approved by a regulatory authority to conduct safety audit.

The Bidder must provide, within **seven (7) days** following a request from the Contracting Authority, a certificate or letter confirming the Bidder's good standing account. Failure to comply with the request will result in the bid being declared non-responsive.

### 2.2 Confirmation of Workers Compensation Coverage

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

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The Offeror must provide, within **seven (7) 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 will result in the bid being declared non-responsive

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **3. Standard Clauses and Conditions**

**Delete in its entirety**

**Insert as follows**

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>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **3.2 Standing Offers Reporting**

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

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

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: 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 Standing Offer Authority no later than fourteen (14) calendar days after the end of the reporting period.

### **12. Priority of Documents**

**Delete in its entirety**

**Insert as follows**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-03-01), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C- 2014-03-01- Services Medium Complexity;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) AnnexC, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) Annex E, Dollar Usage Report Form;
- j) Annex F, Integrity Provisions - Associated Information;
- k) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*),

## **B. RESULTING CONTRACT CLAUSES**

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

**Delete in its entirety**

**Insert as follows**

2010C (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section (13) Interest on Overdue Accounts, of (2010C, 2013-06-27-Services Medium Complexity) will not apply to payments made by credit cards.

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**ANNEX F**

**Delete in its entirety**

**Insert as follows**

**Integrity Provisions - Associated Information**

Bidder's List of Directors below: Please provide a list of names of all individuals who are currently Directors in accordance with **PART 5-CERTIFICATION**.

**Directors:** (Please print clearly)

NAME	NAME	NAME	NAME

Attach additional names on a separate sheet if required.

All Other Terms and Conditons Remain the Same