

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510**

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

Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Light Construction Equipment Rental	
Solicitation No. - N° de l'invitation W0142-13C003/A	Date 2012-12-10
Client Reference No. - N° de référence du client W0142-13C003	GETS Ref. No. - N° de réf. de SEAG PW-\$PWU-011-9638
File No. - N° de dossier PWU-1-34401 (011)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-22	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Hugo (RPC) Tammey	Buyer Id - Id de l'acheteur pwu308
Telephone No. - N° de téléphone (780)497-3917 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of National Defence Base Commander CFB – Suffield Attn: CMTT, Bldg 322 Ralston Alberta T0J 2N0 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

LIGHT CONSTRUCTION EQUIPMENT RENTAL - W/O OPERATORS

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PART 1 - GENERAL INFORMATION

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: includes the certifications to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and list of individuals who are currently Directors of the Offeror and the Standing Offer Usage Report.

2. Summary

For the supply of all labour, materials, tools, equipment, transportation, and supervision, expertise including transportation delivery, pickup and loading/off-loading of Miscellaneous Industrial and Agricultural Equipment without operators as detailed in the Statement of Work - Annex A of the solicitation documents on an "as and when requested" basis for the Department of National Defence, CFB Suffield, Ralston, Alberta.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

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 (2012-11-19) 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: 90 days

1.1 SACC Manual Clauses

M0019T Firm Price and/or Rates

2007-05-25

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. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than four (4) 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 Alberta.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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>). 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: Financial Offer

Offerors must submit their financial offer in accordance with the Annex "B", Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the financial evaluation criteria.

1.1 Financial Evaluation

In Annex "B", Basis of Payment, for each year the firm unit prices quoted will be multiplied by the estimated annual usages shown. The resulting amounts will be added together to obtain a total evaluated price.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

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

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

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 Federal Contractors Program - Certification

2.1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
(<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>)
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44, (<http://laws.justice.gc.ca/en/E-5.401/index.html>);
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full- time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ☐ is subject to FCP, and has a valid certificate number as follows: _____
(e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.
(<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>)

2.2 Former Public Servant Certification

2.2.1 Former Public Servant – Competitive Requirements

Contracts with 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 with FPS, offerors must provide the information required below.

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 FPS . 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 Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

1.1 Requirement

For the supply of all labour, materials, tools, equipment, transportation, and supervision, expertise including transportation delivery, pickup and loading/off-loading of Miscellaneous Industrial and Agricultural Equipment without operators for the Department of National Defence, CFB Suffield, Ralston, Alberta. as required in accordance with the terms and conditions contained herein for the period of the Standing Offer.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Periodic Usage Reports - Standing Offer

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 Public Works and Government Services Canada Standing Offer Authority at WST.PA-EDM@pwgsc-tpsgc.gc.ca.

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 15 calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from February 1, 2013 to January 31, 2015, (estimated).

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Tammey Hugo, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Western Region
Telus Plaza North, 5th Floor
10025 Jasper Avenue
Edmonton, Alberta T5J 1S6
Telephone: 780-497-3917
Facsimile: 780-497-3510
E-mail address: dale.selinger@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.

4.2 Project Authority

The Project Authority for the Standing Offer is: (to be named in 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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

Name: _____ (to be completed by the offeror)

Title: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

5. Identified Users

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

6. Call-up Instrument

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

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

8. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$(TBA) (Goods and Services Tax or Harmonized Sales Tax 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 three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2012-11-19), General Conditions - Services (Medium Complexity);
- e) Annex "A", Statement of Work;

- f) Annex "B", Basis of Payment;
- g) Annex "C", Standing Offer Usage Report;
- h) the Offeror's offer dated (to be completed upon issuance).

11. Certifications

11.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12. 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 Alberta.

13. Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

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.

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2012-11-19), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of 2010C (2012-11-19), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards. *(If applicable)*

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of (as per the call-up document). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (as per the call-up document) Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
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 percent committed, or
 - (b) four (4) 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.

4.3 SACC Manual Clauses

A9117C T1204 - Direct Request by Customer Department

2007-11-30

C0711C	Time Verification	2008-05-12
C2000C	Taxes - Foreign-based Contractor (<i>If applicable</i>)	2007-11-30
H1000C	Single Payment	2008-05-12

4.4 Payment by Credit Card

The following credit cards are accepted: (to be completed upon issuance, if applicable).

5. Invoicing Instructions

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

6. Overtime

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Project Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization. Payment for authorized overtime will be in accordance with the call-up.

7. SACC Manual Clauses

A9006C	Defence Contract	2012-07-16
A9062C	Canadian Forces Site Regulations	2011-05-16
G1005C	Insurance	2008-05-12

Solicitation No. - N° de l'invitation

W0142-13C003/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwu011

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0142-13C003

PWU-1-34401

ANNEX "A"

STATEMENT OF WORK

(as attached)

ANNEX "B"**BASIS OF PAYMENT****SCHEDULE A) Initial Year**

- The Firm Unit Prices are F.O.B destination including all delivery and off-loading charges to Suffield, Alberta.
- Firm Unit Prices do not include GST, however GST will be added as a separate line item to any invoice issued as a result of a call-up from the Standing Offer.
- Pricing is based on a per week (7 calendar day) basis. If rental periods are less than a full week, payments will be prorated on a daily basis rate. (ie. A rental for 47 days would be paid based on 6 5/7 weeks and a rental for 4 days would be paid based on 4/7 week.)

SCHEDULE A - YEAR ONE

Col 1	Col 2	Col 3	Col 4	Col 5	Col 6
ITEM	VEHICLE DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE \$ ¢	ESTIMATED TOTAL PRICE \$ ¢
1.	Skid steer Loader (Tracked or Wheeled): 1850 lbs lift capacity	Week	52		
2.	Compact Utility Vehicle: 1500 lbs lift capacity	Week	52		
3.	Ride on Grass Mowers: 60" – 62" Front mounted mower deck, mower 36 – 72" or zero turn.	Week	26		
4.	Trailers: Enclosed 8 Foot Deck Over Utility Trailer	Week	26		
5.	Ag Tractor: 125 – 140 HP, 3 point hitch, PTO, enclosed cab, Lift capacity 750 – 2100 lbs, PTO	Week	64		
6.	Mini Excavators:	Week	52		
7.	Attachments to Equipment: Augers, forks, and other available equipment. - Estimated yearly usage of \$500.00 Rental Rate, less a discount of (\$500.00 minus % discount =)		\$500.00	_____% discount	
8.	Excess mileage or hourly charges (if limited) Indicate maximum allowable kilometers or hours per day and/or month and rate of excess kilometers/hours. Note: kilometers or	Km Hr	100 150	\$_____ \$_____	\$_____ \$_____

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	hours accumulated during delivery/pickup are to be deducted from total mileage accumulated.				
9.	Misc Rental: Related equipment that is rented during the period of the Standing Offer, that is not otherwise listed, will be charged in accordance with the Suppliers' Rental Fleet Standard Rate for Inventory, less the applicable discount. Estimated yearly usage of \$1000.00 (\$1000.00 minus %(discount))		\$1000.00	_____% discount	
10.	Fuel Charges: For vehicles returned with less than a full tank of fuel. Fuel to be charged at a rate of: Indicate if pump charge plus mark up.	litre	100		
11.	Misc Charges: For any other charges not listed herein, such as, but not limited to, cleaning, repairs, and replacement of missing components, supported by receipts if requested by the Site Authority. Estimated yearly usage of \$10,000.00. (% mark up x \$10,000.00)		\$10,000.00	_____%	
Sub Total A): Estimated Total Amount 1st Year GST/HST Extra					\$

SCHEDULE B) Year 2

Col 1	Col 2	Col 3	Col 4	Col 5	Col 6
ITEM	VEHICLE DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE \$ ¢	ESTIMATED TOTAL PRICE \$ ¢
1.	Skid steer Loader (Tracked or Wheeled): 1850 lbs lift capacity	Week	52		
2.	Compact Utility Vehicle: 1500 lbs lift capacity	Week	52		
3.	Ride on Grass Mowers: 60" – 62" Front mounted mower deck, mower 36 – 72" or zero turn.	Week	26		

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4.	Trailers: Enclosed 8 Foot Deck Over Utility Trailer	Week	26		
5.	Ag Tractor: 125 – 140 HP, 3 point hitch, PTO, enclosed cab, Lift capacity 750 – 2100 lbs, PTO	Week	64		
6.	Mini Excavators:	Week	52		
7.	Attachments to Equipment: Augers, forks, and other available equipment. - Estimated yearly usage of \$500.00 Rental Rate, less a discount of (\$500.00 minus % discount =)		\$500 .00	_____% discount	
8.	Excess mileage or hourly charges (if limited) Indicate maximum allowable kilometers or hours per day and/or month and rate of excess kilometers/hours. Note: kilometers or hours accumulated during delivery/pickup are to be deducted from total mileage accumulated.	Km	100	\$ _____	\$ _____
		Hr	150	\$ _____	\$ _____
9.	Misc Rental: Related equipment that is rented during the period of the Standing Offer, that is not otherwise listed, will be charged in accordance with the Suppliers' Rental Fleet Standard Rate for Inventory, less the applicable discount. Estimated yearly usage of \$1000.00 (\$1000.00 minus %(discount))		\$1000.00	_____% discount	
10.	Fuel Charges: For vehicles returned with less than a full tank of fuel. Fuel to be charged at a rate of: (Indicate if pump charge plus mark up.)	litre	100		
11.	Misc Charges: For any other charges not listed herein, such as, but not limited to, cleaning, repairs, and replacement of missing components, supported by receipts if requested by the Site Authority. Estimated .yearly usage of \$10,000.00. % mark up x \$10,000.00		\$10,000.00	_____%	
Sub Total B): Estimated Total Amount 1st Year GST/HST Extra					\$

4.1 Unit Price Schedules - Rates (continued)**4.2 TOTAL EVALUATED PRICE (Initial 1 Year Term + 2nd Year)**

Col. 1	Col. 2	Col. 3
Sub Total SCHEDULE A) Initial Year Term	Sub Total SCHEDULE B) 2nd Year	Total Evaluated Price (col.1 + col.2 = col.3)
\$ _____	\$ _____	\$ _____ _ GST/HST Extra

These items will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

A rate must be entered for each item.

The Offeror agrees that the Price(s) per Unit as tendered govern in calculating the Total Evaluated Price. The Offeror understands that any errors in the extension of the Price per Unit, in the addition of the Estimated Total Price, and Estimated Total Amount will be corrected in order to obtain the Total Evaluated Price.

Cost will be evaluated on the Total Evaluated Price in Column 3. It is anticipated that only one standing offer will be issued to the lowest compliant offeror.

ANNEX “C”**STANDING OFFER USAGE REPORT****Quarterly Report Schedule:**

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.

Each Quarterly Usage Report is to be comprised of information on completed Call-ups as per the format below:

QUARTERLY STANDING OFFER USAGE REPORT

Supplier Name:	
Supplier Contact:	Name:
	Phone Number:
Standing Offer Number:	
Department:	Name:
	Location:
Reporting Period:	

Call-up Number	Dollar Value (GST Included)
(A) Total Dollar Value of Call-ups for this reporting period:	
(B) Accumulated Call-Up totals to date:	
(A+B) Total Accumulated Call-Ups:	

Submit to E-mail address: WST.PA-EDM@pwgsc-tpsgc.gc.ca

Solicitation No. - N° de l'invitation

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CCC No./N° CCC - FMS No/ N° VME

ANNEX D
Code of Conduct Certifications

**COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE OFFEROR'S BOARD OF
DIRECTORS**

NOTE TO OFFEROR'S: LEGIBLY PRINT OR TYPE DIRECTOR' SURNAMES AND GIVEN NAMES

ANNEX A

STATEMENT OF WORK

Document No:

Contract No:

Requisition No. W0142-13C003 / Light Construction Equipment Rental

For

Miscellaneous Industrial/Agricultural Equipment Rentals – Without Operators

Prepared for:

CFB Suffield

G4 TN

REVISION HISTORY (optional)

Revision Level	Description of Change	Paragraphs Affected	Issue Date
Original	Original Submission	N/A	
Change 1	Editorial corrections		
Change 2	Editorial corrections		

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1.7 Technical Authority.....	Error! Bookmark not defined.
1.8 Administrative/Procurement Authority	Error! Bookmark not defined.
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SCOPE

1.1 Identification

To provide the rental of Miscellaneous Industrial and Agricultural Equipment without operators, as listed herein and using the recommended process, for the Department of National Defence (DND) including the British Army Training Unit (BATUS) and Defence Research and Development Canada (DRDC) as Canadian Forces Base Suffield, Ralston, Alberta on an as and when required basis.

1.2 Background

The equipment being rented will be in support of CFB Suffield to augment their existing fleet. When demand fluctuates due to operational and environmental conditions, DND may be required to hire equipment to supplement their existing capacity. The equipment will be managed by the G4 Transport Section.

1.3 Aim or Objective

To establish a Regional Individual Standing Offer (RISO) to support Canadian Forces Base Suffield on an as and when requested basis. For the provision of all labour, tools, supervision and expertise including transportation delivery, pickup and loading/off-loading of Miscellaneous Industrial and Agricultural Equipment without operators.

1.4 Security

There is no security requirement.

1.5 Tasks

The contractor will accept changes to a call-up to the Standing Offer with 48 hours written notice without additional charge at any time during the rental period. The contractor will cease billing effective the date and time notified by DND.

The contractor will deliver the vehicles, fully serviced and with full fuel tanks to CFB Suffield as detailed in the call-up against the Standing Offer. DND will have the vehicles refuelled prior to return. The contractor will pick up the vehicles at the end of their rental period or as designated by the call-up authority.

The Federal Government self-insures equipment used in its operations.

The contractor will be responsible for the warranty servicing which covers supply of parts normally provided by manufacturer's warranty, together with the labour necessary to install such parts. The contractor will be responsible for pick-up and return of the equipment for warranty service.

The contractor is responsible for 100% of the vehicle maintenance and servicing. The contractor will replace tires or tracks, blown or worn out through normal driving and road hazard conditions. Unless the equipment is used in the CFB Suffield Ranges and Training areas – the demarcation point being anything past the refuelling point. DND will then become responsible for repairs or replacement of tires on the rental equipment other than for regular scheduled maintenance.

The contractor must ensure that all equipment supplied must meet the provisions of the Motor

Vehicle Safety Act of Canada or any applicable Provincial or other Safety Standards and the regulations hereunder that are in force on the date of its manufacture.

Any conditions normally applied by the contractor and listed in the contractor's rental agreement or acceptance form will not supersede the above listed conditions.

DND will return for any reason, within 3 days notice and without charge, any equipment deemed unacceptable by the TA in writing. The contractor may be required to supply another unit of the same type and size to replace a specific piece of equipment when a unit is taken out of service for repairs for a period greater than 24 hours unless otherwise agreed by the TA in writing. Down time will be considered when computing the rental charges and subtracted from the rental period if applicable.

The contractor is responsible for all normal wear and tear including nicked or lightly scratched or chipped paint or body work, or stone bruises. The contractor is responsible for worn upholstery and cracks to windshields. Windshield replacement is mandatory when the operator's vision is impaired.

1.6 Acceptance

The Technical Authority shall acknowledge the acceptance of deliverables under separate correspondence. If the contractor has not received a notification to the contrary within ten (10) working days, the deliverable will be deemed to have been accepted.

2.0 METHOD OF PAYMENT

This tasking will be performed as a Limit of Expenditure Contract with monthly invoicing based on Level of Effort. Contractors daily rentals are based on a 24 hour period. Weekly rentals are based on a seven (7) day rental period. Monthly rentals are based on a twenty-eight (28) day rental period.

3.0 LANGUAGE

All work including tasks and deliverables will be completed in the English language, spoken and written.

4.0 NOTES

5.0 ACRONYMS

BATUS British Army Training Unit Suffield
DRDC Defence Research and
GFE Government Furnished Equipment
SOW Statement of Work

