

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> OC Location de charriot élévateur	
<b>Solicitation No. - N° de l'invitation</b> W0106-12R130/A	<b>Date</b> 2012-10-16
<b>Client Reference No. - N° de référence du client</b> W0106-12R130	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCL-008-14913
<b>File No. - N° de dossier</b> QCL-2-35334 (008)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-11-26</b>	
<b>Time Zone</b> Fuseau horaire Heure Normale du l'Est HNE	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Roy, Claire	<b>Buyer Id - Id de l'acheteur</b> qcl008
<b>Telephone No. - N° de téléphone</b> (418)649-2721 ( )	<b>FAX No. - N° de FAX</b> (418)648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE GARNISONS VALCARTIER ST-JEAN ET MONTRÉAL Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**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**  
TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**NOTICE to departments not party to the current standing offer**

After considering this standing offer (S/O), please indicate your interest in joining users who have requirements similar to those described herein. You may do so by contacting the Public Works and Government Services Canada (PWGSC) supply officer indicated on the first page of this standing offer by telephone, fax or e-mail. We will review your request and provide you with confirmation of our recommendations. If we do give our approval, a new request may be published specifying that it is a Regional Master Standing Offer (RMSO) or National Master Standing Offer (NMSO).

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Solicitation No. - N° de l'invitation

W0106-12R130/A

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

W0106-12R130

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-2-35334

Buyer ID - Id de l'acheteur

qc1008

CCC No./N° CCC - FMS No/ N° VME

- 
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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6:  
6A, Standing Offer, and  
6B, Resulting Contract Clauses; and,  
  
the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

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

Part 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 Rate Table

### 2. Summary

The Department of National Defence (DND) requires the services of a contractor for the rental, delivery (unloading included) and gathering of lift trucks and slat conveyors (referred to as "vehicles") as orders come in for the Quebec City (Valcartier Garrison) and Montreal (Longue-Pointe, Saint-Jean-sur-Richelieu and Saint-Hubert garrisons) areas.

The Quebec City and Montreal areas will be assessed separately. We are planning to issue a standing offer for the Quebec City area and one for the Montreal area.

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The standing offer period will be from date of the Standing Offer to a 2 years period, with the possibility of two extensions of one year each.

*The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).*

### **3. Communications Notification**

As a courtesy, the Government of Canada requests that successful offerors notify the Standing Offer Authority in advance of their intention to make public an announcement related to the issuance of a standing offer.

### **4. 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 offer process. The debriefing may be in writing, by telephone or in person.

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## 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by référence into and form part of the RFSO.

**The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:**

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has 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 provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before contract award.

Canada may, at any time, request that a Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

**The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:**

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any of any standing offer and any call-ups made against the Standing Offer.

### 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.

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### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **seven (7)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Québec.

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

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I : Technical offer: One (1) hard copy

Section II : Financial offer: 1 hard copy and one electronic copy of the **Annex C, Rate Table in Excel format** to the following e-mail address:

**QueReceptionSoumissionsQc.QueSupplyTendersReceptionQc@tpsgc-pwgsc.gc.ca**

Section III: Certifications (1 hard copy)

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

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 offer in Canadian Dollar in accordance with **the Basis of Payment detailed in Annex B and Rate Table in Annex C**. Offerors must provide a rate for each item of the Lists, and for each period of one year. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

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## 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 III: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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.

#### 1.1. Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

According to the area in which an offer is submitted, the Offeror must provide all types of lift trucks and slat conveyors.

The Offeror must have a minimum of 50 vehicles in order to bid. The Offeror must provide a list of the 50 vehicles with their models and serial numbers as proof that the requested quantity is available.

## 1.2 Financial Evaluation

**1.2.1** For Evaluation Purposes only, the price of the offer will be established as follows:

The total evaluation cost of the offers will be established separately for offers for the Quebec City area and offers for the Montreal area.

**For each area, the evaluation amount for the standing offer period will be calculated by totalling the following items :**

For all **firm unit** rate referred to in **Annex C - Table rate**: for each year including optional periods, firm unit rate will be multiplied by approximate quantities. The totals for each year will then be added together to yield a total evaluation amount for all periods combined.

Please refer to the table below as an example of the calculation of the evaluation amount for the standing offer period. Note that the rates shown in the table are fictitious rates given as examples only.

### Example of a partial offer evaluation table for year 2012 to 2016 for Quebec:

<b>A</b> Description	<b>B</b> Qty appro x. 2 years	<b>C</b> Rates Awarded to Oct. 31, 2014 offered by <u>offeror 1</u>	<b>D</b> Total offrant 1 D = B x C	<b>E</b> Rates Nov.1, 2014 to Oct. 31, 2014 offered by <u>offeror</u> 2	<b>F</b> Total offrant 2 F = B x E
<b>Propane lift truck, 3,000 to 6,000 lb capacity</b>					
Daily rate	4	\$65.00	\$260.00	\$70.00	\$280.00
Weekly rate	10	\$200.00	\$2 000.00	\$210.00	\$2,100.00
Monthly rate	60	\$500.00	\$30,000.00	\$495.00	\$29,700.00
<b>Electric Walkie Reach Stacker lift truck, 3,000 lb capacity</b>					
Daily rate	0	\$35.00	\$0.00	\$40.00	\$0.00
Weekly rate	10	\$100.00	\$1,000.00	\$105.00	\$1 050.00
Monthly rate	75	\$300.00	\$22,500.00	\$295.00	\$22 125.00
<b>Total evaluation amount :</b>			<b>\$55,760.00</b>		<b>\$55,255.00</b>

A Description	B Qty approx . 2 years	PÉRIODE OPTIONNELLES			
		C Rates Nov.1st 2014 to Oct. 31, 2016 offered by <u>offeror 1</u>	D Total <u>offeror 1</u> D = B x C	E Rates Nov.1, 2014 to Oct. 31, 2016 offered by <u>offeror 2</u>	F Total <u>offeror 2</u> F = B x E
<b>Propane lift truck, 3,000 to 6,000 lb capacity</b>					
Daily rate	4	\$70.00	\$280.00	\$75.00	\$300.00
Weekly rate	10	\$210.00	\$2 100.00	\$220.00	\$2,200.00
Monthly rate	60	\$510.00	\$30,600.00	\$510.00	\$30,600.00
<b>Electric Walkie Reach Stacker lift truck, 3,000 lb capacity</b>					
Daily rate	0	\$40.00	\$0.00	\$50.00	\$0.00
Weekly rate	10	\$110.00	\$1,100.00	\$115.00	\$1 050.00
Monthly rate	75	\$310.00	\$23,250.00	\$310.00	\$23,250.00
<b>Sub-total :</b>			<b>\$57,330.00</b>		<b>\$57,500.00</b>
<b>TOTAL EVALUATION AMOUNT</b>			<b>\$113,090.00</b>		<b>\$112,755.00</b>

In the above example, offerer 2 offered a partial evaluation amount for the initial period that was lower than the amount offered by offeror 1.

1.2.2 SACC Manual Clause M0220T (25/05/07), Evaluation of Price

## 2. Basis of Selection

### 2.1 Basis of Selection - Mandatory Technical Criteria Only

There will be two (2) standing offers, one for each area (Quebec City and Montreal).

For each area, an offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications 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 or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer

- 1.1 Offerors should provide, **with their offers or promptly thereafter**, a complete list of names of all individuals who are currently directors of the Offer. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Offer of a time frame within which to provide the information. Offerors must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the offer non-responsive.

The Contracting Authority may, at any time, request that a Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

### 1.1 Federal Contractors Program - Certification

#### 1.1.1 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.

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;

(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.

## 1.2 Former Public Servant Certification

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.

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"pension" means, in the context of the fee abatement formula, 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**

Is the Offeror a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

### **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.

### **Certification**

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

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

#### 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

##### 2.1 General Conditions

2005 (2012-07-16), General Conditions - Standing Offers, Goods or Services, apply to and form part of the Standing Offer.

**The text under Subsection 4 of Section 11 - Code of Conduct and Certifications of 2005 referenced above is replaced by:**

During the entire period of the Standing Offer, the Offeror must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

##### 2.2 Standing Offers Reporting

###### 2.2.1 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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in this section. 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 semester basis to the Standing Offer Authority.

The semesterly reporting periods are defined as follows:

1st semester : from Nov. 1st to April 30;

2nd semester: from May 1st to June 30

The data must be submitted to the Standing Offer Authority no later than **fifteen (15) calendar days** after the end of the reporting period.

**If the Offeror fails to provide the completed reports in accordance with the instructions above, Canada may set aside the Standing Offer and take corrective measures in relation to the Offeror's performance.**

**Example of the information required in these reports :**

### REPORT

#### Regional Individual Standing Offer (RISO)

# W0106-12R130/\_\_\_\_/QCN, lift truck rental

Offeror : \_\_\_\_\_

Contractor : from \_\_\_\_\_ to \_\_\_\_\_

Name of the Client-Department :	Number of Call-up	Amount in dollar
National Defence, Valcartier Garrison		\$
National Defence, Longue-Pointe, Saint-Jean-sur-Richelieu and Saint-Hubert garrisons		\$
Total amount:		\$

Signature : \_\_\_\_\_

Date (YYYY-MM-DD) : \_\_\_\_\_

### 3. Term of Standing Offer

#### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer to October 31, 2014 inclusively.

#### 3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for **two (2 ) additional 1 year period, November 1st, 2014 to October 31st, 2015 and from November 1st, 2015 to October 31st, 2016** under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **thirty (30) days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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#### **4. Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Claire Roy  
Public Works and Government Services Canada  
Champlain Maritime Harbour  
901, Cap Diamant  
Quebec QC G1K 4K1

Telephone: 418- 649- 2721  
Facsimile: 418-648- 2209  
E-mail address: claire.roy@tpsgc-pwgsc.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 completed at the award of the Standing Offer)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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#### 4.4 Contact at the Client's Department

For all information related to invoicing and/or payments you may communicate with: (to be completed at the award of the Standing Offer)

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_.

#### 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is :the Department of National Defence, Valcartier Garrison, for the Quebec City area, and the Longue-Pointe, Saint-Jean-sur-Richelieu and Saint-Hubert garrisons for the Montreal area.

#### 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 electronic document.

#### 7. Limitation of Call-ups

For the Quebec City Area, Individual call-ups against this Standing Offer must not exceed **25,000.00 \$** (Goods and Services Tax or Harmonized Sales Tax included).

For the Montreal Area, Individual call-ups against this Standing Offer must not exceed **25,000.00 \$** (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 **400,000.00 \$ for the Quebec City Area 600,000.00 \$ for the Montreal Area/2 years** (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.

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## 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 (12-07-16), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (12-07-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.
- e) Annex A, Statement of Work;
- f) Annex B, Basis of payment;
- g) Annex C, Rate Table;
- h) the Offeror's offer \_\_\_\_\_ (insert date of offer), \_\_\_\_\_ (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" **or** "as amended \_\_\_\_\_". (insert date(s) of clarification(s) or amendment(s) if applicable)

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications 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 or 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.

## 11. 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 Quebec.

## 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.

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## 2. Standard Clauses and Conditions

### 2.1 General Conditions

2010C (2012-07-16) General Conditions - Medium Complexity - Services, apply to and form part of this contract.

**The text under Subsection 4 of Section 27 - Code of Conduct and Certifications - Contract of 2035 referenced above is replaced by:**

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

**Section 13 Interest on Overdue Accounts, of 2010C (16/08/10), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards at point of sale.**

### 3. Term of Contract

#### 3.1 Delivery date

The delivery must be carried out as indicated in item 7 of Annex A, Statement of Work.

### 4. Payment

#### 4.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in in **Annex B**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

#### 4.2 Limitation of Price

SACC Manual clause C6000C (25/05/07) Limitation of Price

#### 4.3 Method of Payment

##### 4.3.1 Single Payment

For rentals of **one (1) month or less**, the identified user will make a single payment.

SACC Manual clause **H1000C** (12/05/08), Single Payment

##### 4.3.2 Monthly Payments

For rentals of **more than one month**, the identified user will make monthly payments.

SACC Manual clause **H1008C** (12/05/08), Monthly Payments

#### **4.4 SACC Manual Clauses**

A9117C(30/11/07), T1204 - Direct Request by Customer Department

#### **4.5 Payment by Credit Card**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

#### **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.

Each invoice must be supported by:

- (a) a copy of time sheets to support the rental time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;

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. SACC Manual Clauses**

A9006C(12/05/08), Defence Contract  
D0018C (30/11/07), Delivery and Unloading  
G1005C(12/05/08), Insurance

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**ANNEX "A"****STATEMENT OF WORK****DESCRIPTION**

The Department of National Defence (DND) requires the services of a contractor for the rental, delivery and unloading, and pickup of forklifts and pallet trucks (referred to herein as "vehicles"), on an as-ordered basis, for the areas of Quebec City (Valcartier Garrison) and Montreal (Longue-Pointe, Saint-Jean-sur-Richelieu and Saint-Hubert Garrisons).

**SERVICES**

- (a) The vehicles are required **without an operator**.
- (b) The vehicles must be of recent build and clean. They must be in excellent mechanical condition, and will be subject to inspection without notice by the person in charge of Fleet Management or authorized representative. Vehicle equipment and mechanical condition must meet government requirements.
- (c) Vehicles must have block heaters during winter.
- (d) **For purposes of analysis and prevention only**, the Base Transport Officer reserves the right to do technical inspections on any vehicles involved in an accident, said inspection to be done only if there is reason to believe that the mechanical condition of the said vehicle was a contributing factor in an accident.
- (e) It is understood that DND assumes all responsibilities relating to machinery during rental periods. Vehicle operators will have received adequate training for the type of vehicle.
- (f) It is noted that vehicles and accessories rented by DND must be returned to the contractor in the same condition as at the time of rental, except for normal wear and tear.
- (g) The contractor will be responsible for maintaining the vehicles (lubrication, oil changes, tune-ups, etc.) during the rental period. All maintenance must be included in the rental rates.
- (h) The contractor will be responsible for damage to tires caused by road hazards or terrain hazards. The designated user will be responsible for tire damage caused by abnormal use
- (i) Replacement of vehicles due to breakdown
  - 1. The contractor must provide a replacement for vehicles that break down:
    - If the vehicle must be replaced due to breakdown caused by normal wear and tear, the contractor must pay the transportation costs.
    - If the vehicle must be replaced due to breakdown caused by DND negligence, DND must pay the transportation costs.

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## 2. Replacement time :

- The contractor must replace vehicles within 24 to 48 hours, depending on the type of vehicle.

## 3. Service calls for vehicle maintenance and repair :

The contractor must respond to service calls for maintenance within 4 to 8 hours and to service calls for repairs within 24 hours, failing which it must replace the vehicle with another of the same type.

## 4. Invoicing in the event of a breakdown : See item 3 of annex B.

## VEHICLE CATEGORIES

### 1. Propane forklift, capacity 3000 to 6000 lbs (including two 33 1/3 lb propane cylinders on demand)

#### Description

Mast in three sections with sideshifter, free height 45 inches, inflatable, winter tires or solid tires, maximum height of closed mast 84 inches from floor, single front wheel, minimum lift height of forks 185 inches. Enclosed cab must be supplied on demand.

There is no additional cost for renting vehicles with winter tires.

For each propane forklift rented, the contractor must supply **on demand two (2) 33 1/3 lb full propane cylinders**. The cylinders will be returned to the contractor at the end of the rental term. The contractor will refill the cylinders and bill DND for the quantity of propane used.

### 2. Walkie reach stacker electric forklift, capacity 3000 lbs

#### Description

Capacity 3000 lbs, forks 24 inches apart on centre, height of lowered mast 71 inches, lift height 150 inches, retractable/extendable forks, reach 24 inches. Battery charger must be included in firm rental rate. Battery to be chargeable via 110 volt onboard charger or 550/600 volt standalone charger.

### 3. Electric pallet truck, capacity 4000 to 6000 lbs.

#### Description

Electric pallet truck (must be powered by rechargeable 24 volt battery or equivalent), solid tires, overall length 83 inches, fork length 48 inches, lift height 6 inches. . Battery to be chargeable via 110 volt onboard charger or 550/600 volt standalone charger.

**4. Electric forklift, capacity 3000 to 6000 lbs****Description**

Mast in three sections with sideshifter, free height 45 inches, solid tires, 3 or 4 wheels, maximum height of lowered mast 84 inches from floor, minimum lift height of forks 185 inches. Battery charger 550/600 volt, 60 cycle, 3 phase must be included in firm rental rate. If requested by project leader, the vehicle must be fitted for 220 volt or 550 volt connection.

**5. Diesel or propane forklift, capacity 4000 to 8000 lbs****Description**

Mast in three sections with sideshifter, free lift height 45 inches, inflatable tires or winter tires, single wheels or dual load wheels, maximum height of lowered mast 84 inches from floor, minimum lift height 185 inches when loaded.

An enclosed cab must be supplied on demand for the propane forklift.

There is no additional cost for renting vehicles with winter tires.

**6. Diesel forklift, 4-wheel drive, capacity 5000 to 10,000 lbs****Description**

Mast with minimum lift height of 12 feet, dual front wheels, sideshifter, maximum fork length 39.5 inches, with 80 inch fork extensions available on demand. Protective screen behind forks must not be wider than a standard pallet (39.5 inches). Efficient air conditioning and heating system.

**7. Electric stacker**, 5,000 to 6,000-lb capacity, including a hydraulic fork positioner. The description of the stacker is the same as the model indicated in Annex "A", Statement of Work, item 4 above.

**8. Electric stacker**, 5,000 to 6,000-lb capacity, including a hydraulic fork positioner. The description of the stacker is the same as the model indicated in Annex "A", Statement of Work, item 1 above.

**DELIVERY****9. Charge for delivery and unloading and pickup of forklifts and pallet trucks**

9.1 For the Quebec City area, delivery will be to various buildings in Valcartier Garrison.

9.2 For the Montreal area, delivery will be to various buildings in Longue-Pointe, Saint-Jean-sur-Richelieu and Saint-Hubert Garrisons. **For deliveries and pickups at Longue-Pointe Garrison, the contractor must include in its price schedule approximately one hour for security checks on entering and leaving the garrison.**

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9.3 **When delivering and picking up vehicles, the contractor must have a vehicle loading ramp.**

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- 9.4 The contractor will be responsible for delivering and picking up the vehicles. Pickups and deliveries must be made within **24 business hours** after receiving the order and within 4 business hours for urgent orders.
- 9.5 Loading/unloading
- Transport includes loading and unloading the vehicles on the ground without assistance.
- 9.6 A visual physical inspection will be done when the custody of vehicles is transferred between DND and the contractor on pickup or delivery. Both parties must sign the inspection report.
- 9.7 Order numbers provided by the DND rentals section and the contractor's unit number and vehicle plate number must be indicated on all rental contracts on delivery, and also on all invoices submitted to DND.

#### **EQUIPMENT**

- 10.1 All vehicles in categories 1, 4, 5 or 6 must have the standard safety equipment as well as the following:
- back-up alarm;
  - rotating beacon;
  - fire extinguishers.
- 10.2 All vehicles in categories items 2 or 3 - walkie reach stacker electric forklift, capacity 3000 lbs or electric pallet truck, capacity 4000 to 6000 lbs - must have the standard safety equipment.

#### **REPLACEMENT OF TIRES :**

11. When a vehicle is already being rented to DND, there shall be an additional cost for having regular tires replaced with winter tires or winter tires replaced with regular tires.

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## ANNEX B

### BASIS OF PAYMENT

#### 1. RATES

The contractor must submit in Annex C - Pricing Table firm all-inclusive daily, weekly and monthly rates in Canadian dollars, GST/HST not included, for each category of forklift or pallet truck (referred to herein as "vehicles"), and firm all-inclusive unit rates for the delivery and pickup of the vehicles in the Quebec City and Montreal areas for the term of the standing offer and the two optional one-year terms.

- ✓ All rates indicated in Annex C - Pricing Table include the use and maintenance of and repairs to the vehicles, whether minor or major.
- ✓ All rates indicated in Annex C - Pricing Table include municipal taxes and overhead, where applicable.
- ✓ The rates indicated in Annex C - Pricing Table **do not include** federal or provincial taxes or government sales taxes.

#### 2. Calculating prices

Calculation of rental rates starts on the date when delivery of the vehicle was requested and the vehicle is delivered to the location stated when the request was made. If a vehicle is delivered one day early, the rental term will commence on the day the vehicle was requested. The calculation will end when the contractor is advised that the vehicle is no longer required.

Example: Delivery requested for November 23, 2010. The vehicle is delivered November 22, 2010. The rental term starts on November 23, 2010.

If the vehicle is delivered late, calculation of the rental charge will start when the user takes custody of the vehicle and will end when the user advises the contractor that the vehicle is no longer required.

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The contractor must comply with the following instructions relating to the rental term.

Rate	
<b>Day</b>	The price for a period of 24 hours or less.
<b>Week</b>	The price for a period of 7 days.
<b>Month</b>	Price for a period of 30 or 31 days, depending on the month. e.g., October 10 to November 9 (31 days) = 1 month

Periods not completed will be calculated on a pro rata basis as follows:

**Rates for incomplete periods**

<b>Rental for 7 days and under, whichever is less</b>
Number of days X <b>daily rate</b>
OR
<b>Weekly rate</b>

<b>Rental for 1 month and under, whichever is less</b>
Monthly rate
OR
[Number of weeks X <b>weekly rate</b> ] + [Number of days X <b>daily rate</b> ]

<b>Rental for over 1 month</b>
Number of months X <b>monthly rate</b>
PLUS
Number of additional days X <b>daily rate</b> OR <b>weekly rate</b> (as applicable)

Example: A rental lasting 108 days will be calculated as follows:

Monthly rate X 3 months (90 days)  
 Weekly rate X 2 weeks (14 days)  
 Daily rate X 4 days (4 days)

= 108 days

All rates indicated in Annex C - Pricing Table include municipal taxes and overhead, where applicable.

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The rates indicated in Annex C - Pricing Table **do not include** federal or provincial taxes or government sales taxes.

### 3. Breakdowns

If a vehicle breaks down, the contractor will not invoice for the time the vehicle was out of service (to within a half-day).