

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

Pacific Region

401 - 1230 Government Street

Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

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 - Pacific Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

| | |
|---|---|
| Title - Sujet CRANE RENTALS | |
| Solicitation No. - N° de l'invitation W0103-126502/A | Date 2012-10-17 |
| Client Reference No. - N° de référence du client W0103-126502 | GETS Ref. No. - N° de réf. de SEAG PW-\$VIC-211-6063 |
| File No. - N° de dossier VIC-1-34736 (211) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-27 | Time Zone Fuseau horaire Pacific Standard Time PST |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Park, Isabel | Buyer Id - Id de l'acheteur vic211 |
| Telephone No. - N° de téléphone (250)363-3981 () | FAX No. - N° de FAX (250)363-3344 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BASE LOGISTICS TEME BLDG 1127 WORKPOINT VICTORIA British Columbia V9A7N2 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 |

"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT"**TABLE OF CONTENTS****PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

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

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement
2. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**A. STANDING OFFER**

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users
7. Call-up Instrument
8. Limitation of Call-ups
9. Financial Limitation
10. Priority of Documents

- 11. Certifications
- 12. Applicable Laws

B. RESULTING CONTRACT CLAUSES

- 1. Statement of Work
- 2. Standard Clauses and Conditions
- 3. Term of Contract
- 4. Payment
- 5. Invoicing Instructions
- 6. SACC Manual Clauses

List of Annexes:

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Reporting Requirements
- Annex D - Insurance Requirements
- Annex E - Security Requirements Check List

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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. Summary

For the provision of all labour, materials, tools, equipment, transportation and supervision necessary to rent Cranes of various configurations with operators on an "as and when requested" basis, to the Department of National Defence, Transportation and Electrical and Mechanical Engineering (TEME), CFB Esquimalt, B.C..

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

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided 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* (<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 reference 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 issuance of a standing offer.

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/formulaire-forms-eng.html>) 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 standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

1.1 SACC Manual Clauses

M0019T(2007-05-25) Firm Price and/or Rates

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 14 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 British Columbia.

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 (1 hard copies)
 Section II: Financial Offer (1 hard copies)
 Section III: Certifications (1 hard 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 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 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**

Refer to Annex A

1.2 Financial Evaluation

Offerors must complete the applicable table from Annex B - Basis of Payment.

1.2.2 Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

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 offers.

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 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, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority 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/formulaire-forms-eng.html)) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) 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.

2. 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

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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 a 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.

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 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;
- d. () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D .

If the information is not provided in the offer, 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.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

2. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Offeror personnel required by this Standing Offer has been completed satisfactorily by the CISD, PWGSC, the Offeror personnel MAY NOT ENTER sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex E;
 - (b) Industrial Security Manual (Latest Edition).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 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 - Standing Offer of 2005 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer 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.

3.2 Periodic Usage Reports - Standing Offers

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 Annex C. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The quarterly reporting periods are defined as follows:

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

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is 2 years from the issuance of the Standing Offer.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Ji-Yon Isabell Park
 Supply Specialist
 Public Works and Government Services Canada
 Pacific Region Acquisitions - Victoria
 Telephone: 250-363-3981
 E-mail address: ji-yonisabell.park@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.

5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative

Name: _____

Title: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, CFB Esquimalt.

7. 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.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 CAD (Goods and Services Tax or Harmonized Sales Tax included).

Call-ups above \$25,000.00 CAD, GST/HST included, will be authorized by PWGSC in accordance with the departmental delegation of authorities for services.

9. Financial Limitation

The total cost to Canada resulting from all call-ups against the Standing Offer must not exceed the sum of \$ (*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 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.

10. 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 (2012-07-16) General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2012-07-16), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex E, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer (*insert date of offer*).

11. Certifications**11.1 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.

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 *(Insert the name of the province or territory as specified by the offeror in its offer, if applicable)*.

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 (2012-07-16) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 27 - Code of Conduct and Certifications - Contract of 2010C referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer 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.

Section 13 Interest on Overdue Accounts, of 2010C General Conditions - Services (Medium Complexity) (2012-03-02) will not apply to payments made by credit cards at point of sale.

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 \$ *(insert the amount at call-up award)*. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Limitation of Price

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.

4.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department
 H1001C (2008-05-12) Multiple Payments

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must reflect start time, date of actual requirement as requested by TEME, license number and type of vehicle. Rental period must cease upon notification from TEME Dispatch terminating the rental. Invoices must reflect notification time and date.
3. In the event of an overcharge/undercharge, the Offeror must provide a new invoice. TEME will not alter invoices under any circumstances.
4. Long-term rentals or extended rentals must be invoiced monthly and/or upon termination of rental.
5. All invoicing queries must be directed to the TEME Rental NCO at (250) 363-0827.
6. 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 Call-up for certification and payment.

6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7. SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations

ANNEX A - STATEMENT OF WORK

MINIMUM REQUIREMENTS FOR CRANE RENTAL:

Insurance/Collision Damage Waiver:

The Offeror is responsible for obtaining and maintaining the insurance coverage required by the Provincial Regulatory bodies in British Columbia, including Public Liability/Property Damage during the full duration of the Standing Offer.

In the event of an accident which DND is held liable, DND is responsible for underwriting all costs not covered by insurance.

Licensing:

Rental units must have all applicable licences and special permits and levies applicable for cranes.

Specifications:

Offerors must adhere to the Specifications as shown below.

- Age of Vehicles:** Year of the crane supplied must not be older than ten (15) years with a valid Non Destructive Testing (NDT) certificate as a proof of meeting the provisions of the Provincial Regulatory bodies as applicable. Proof of operating licences and permits must be provided upon request;
- Crane Operators:** Qualified operators with a valid British Columbia Hoisting Ticket must be used. Offeror is not permitted to use call-ups to train their operators;
- Availability of Rental Units:** Supplier's location must be in the Vancouver/Vancouver Island area (preferably Victoria) to facilitate quicker response time to call-ups within CFB Esquimalt, Rocky Point and Nanoose Bay.

3.1 Location of Work:

| | |
|-------------------------------|--|
| Work Point Barracks: | West of Victoria approx. 5 km via Esquimalt Rd and Head St. South on Head St. approx. 1 K to the gates of Work Point Barracks -Head St. at Lyall. |
| Dockyard: | West of the Victoria approx. 8 km at the western terminus of Esquimalt Rd. Naden At Admiral's Rd. approx. 1 km north of the junction of Esquimalt Rd. & Admirals Rd. |
| Royal Roads Military College: | West of Victoria via Highway 1 and 1A to Colwood Corners, approx. 2 km via Sooke Rd. to controlled entrance on the south side of Sooke Rd. |
| Albert Head: | West and South of Victoria via Highway 1 and 1A, Sooke Rd., Metchosin Rd. and Duke Rd.; follow approx. 1 km in a south direction on Albert Head Rd. to controlled gate entrance. |
| Pat Bay | North of Victoria via the Pat Bay Highway to McTavish Rd. west to Willingdon Rd.; follow approx. 3 km to Kitty Hawk Rd. |
| Bay St. Armouries: | 715 Bay St. on the corner of Bay and Douglas St., Victoria, BC |
| Ashton Armouries: | 724 Vanalman St. which is east of the junction of Glanford St. and Valalman Avenue, Victoria |
| BC HMCS Malahat: | 20 Huron St. which is west of corner of Dallas Rd. & Huron St. in |

| | |
|-------------------|--|
| | James Bay. |
| Colwood | West of Victoria via Highway 1 and 1A to Wilted Rd. Then go left for approx. 112 km to a controlled gate. Belmont Park West of Victoria via Highway 1 and 1A to Ocean Blvd then left for approx. 1 km to Belmont Park. |
| Rocky Point: | South and west of Victoria via highway 1 and 1A to Sooke Rd. then left at Happy Valley Rd. to Rocky Point Rd. then right to East Sooke Rd. and left to controlled gate. |
| Heals Range: | Located north of Victoria approx. 7 km north on Blanshard Avenue (Highway 17) to Quadra St. turnoff, then west and north via West Saanich Rd. (Highway 17A) for approx. 5 km to Wallace Drive continue north on Wallace Drive for 2 km to the Range. |
| Nanaimo: | North of Victoria approx 100 km via the Trans Canada Highway |
| CF Meter/Nanoose: | North of Victoria approx 130 km via the Trans Canada Highway |

4. **Delivery of Rental Units:** Offeror must respond to all call-ups within twenty-four (24) hours for conventional cranes - 80% of the time, and eight (8) hours for hydraulic cranes- 20% of the time. Offeror must reply and confirm availability of rental unit(s) within one (1) hour of all call-ups.
5. **Termination:** Termination of rentals 2 hours or more beyond the time indicated for the daily rate will constitute as an additional charge as per the hourly rate or daily rate, whichever is cheaper. Termination of rentals within 2 hours or less within the time indicated for the daily rate must be part of the daily rate or charged as per the hourly rate, whichever is cheaper.
6. **Cancellation of Rental Units:** In the event of call-up cancellation, the Department of National Defence will notify the offeror with minimum of 4 hours or more, if possible, in advance.
7. **Extensions of Existing Rental Unit Agreements:** In the case that an existing rental agreement requires to be extended by the Department of National Defence and is approved by the Offeror, the hourly rate must apply first followed by the daily rate.
8. **Additional Equipment:** Cranes must be supplied with applicable equipment to allow safe setup;
9. **Alternative Equipment:** Offeror must provide type of crane requested by TEME. If Offeror substitute a crane with a higher rental rate than the type requested, the applicable charge must be for the crane requested. The Offeror must advise TEME of any substitution. If the Offeror substitute a crane with a lower rental rate than the type requested, the applicable charge must be the lower of the two;
10. **Inspection:** Cranes must undergo an acceptance inspection by Department of National Defence personnel upon arrival and prior to departing TEME location. If, in the view of the TEME representative, a crane is found to have safety defects, the crane must be repaired or replaced to the satisfaction of the TEME representative;
11. **Routine Maintenance and Repairs:** Routine scheduled maintenance of the rental units is the responsibility of the Offeror and must be provided at no extra cost to the Crown;
12. **Licensed Mechanic, Mobile Service Unit, Mechanical Breakdown, and towing:**
 - a. **Breakdown within the local DND vicinity:**

The Offeror must dispatch a licensed mechanic and mobile service unit to perform repairs unless the repairs cannot be performed in location. The licensed mechanic and mobile service unit must be at the location of the breakdown within two (2) hours of notification for service inside the local DND vicinity.

If the Offeror cannot perform service within two (2) hours notification, the Offeror is to dispatch a replacement unit to the breakdown location immediately at no additional cost to the Crown. The Offeror is responsible for all delivery, offloading and all travel and living expenses associated with providing a replacement unit. The rental unit will be subject to the Acceptance Inspection.

If it is necessary to have the rental unit towed to a service location due to a mechanical failure, the Offeror is responsible for all towing charges incurred. The Offeror is to dispatch a tow truck immediately, after being notified by DND to the breakdown location:

b. Breakdown outside of the local DND vicinity:

The Offeror must dispatch a licensed mechanic and mobile service unit to perform repairs unless the repairs cannot be performed on location. The licensed mechanic and mobile service unit must be at location of the breakdown within a reasonable time line, agreed by both parties, depending on the location of the DND worksite.

If a licensed mechanic and mobile service unit cannot be dispatched to the worksite location to perform repairs within a reasonable time line of being called by the Call-Up Authority of the mechanical breakdown, a replacement unit is to be dispatched immediately to the worksite location identified by the Call-Up Authority at no additional cost to the Crown. The Offeror is responsible for all delivery, offloading and travel expenses, if applicable, when providing a replacement unit. The replacement rental unit will be subject to the Acceptance Inspection.

c. Breakdown Due to Mechanical Failure of Rental Units:

More than six (6) mechanical breakdowns of rental units during the period of the Standing Offer may result in the setting aside of the Standing Offer. Additional Call-ups will not be issued or authorized once the Standing Offer has been set aside.

- 15. Re-imbursement:** The Offeror must issue a company cheque to the Receiver General of Canada for the replacement for minor repairs in non-negligent situations that have been paid by DND. Where possible TEME shall return all vehicle parts replaced, including damaged or worn tires to the Offeror.
- 16. Costs:** All rates must be based on straight time, no shop time to be included in billing. There must be no minimum criteria. Payment by Credit Card - Government of Canada Acquisition Cards (credit cards) may be offered for payment of call-ups at point of sale. TEME is responsible for all reasonable fluctuating charges (i.e. Special permits, ferry charges, etc) associated with delivery/pick-up of cranes requested and not included on the list. All fluctuating charges must be supported by invoice(s) prior to payment.

ANNEX B - Basis of Payment

The rates below shall be inclusive of all Labour to perform the work, Supervision, Transportation, Equipment and Materials to the site. These rates shall remain firm for the complete period of the resulting Standing Offer for both years and shall exclude the Goods and Services Tax (GST) which must be shown as a separate item on the invoice for payment. The Contractor may be requested to provide verification/clarification of rates by providing copies of receipts attached to invoices, at time of payment by the Consignee.

Delivery of Cranes to site must be made within 24 hours from notification- 80% of the time (conventional cranes) and within 8 hours - 20% of the time (hydraulic cranes).

| Hydraulic Cranes with operator | | | | | | |
|--------------------------------|------------|-----------------|-------------------------------|--------------------------------------|--------------------------------|-------------------------------|
| Item # | Crane Size | Estimated Usage | Year 1 | | | Year 2 |
| | | | Regular hours / Rate per hour | Outside Regular hours/ Rate per hour | Weekend / Stat / Rate per hour | Regular hours / Rate per hour |
| 1 | 20 Ton | 16 hours | | | | |
| 2 | 30 Ton | 8 hours | | | | |
| 3 | 40 Ton | 8 hours | | | | |
| 4 | 50 Ton | 8 hours | | | | |
| 5 | 65 Ton | 16 hours | | | | |
| 6 | 120 Ton | 20 hours | | | | |

Solicitation No. - N° de l'invitation
W0103-126502/A

Amd. No. - N° de la modif.
vic211

Buyer ID - Id de l'acheteur
vic211

Client Ref. No. - N° de réf. du client
W0103-126502

File No. - N° du dossier
VIC-1-34736

CCC No./N° CCC - FMS No./N° VME

Conventional Cranes with Operator

| Item # | Crane Size | Estimated Usage | Year 1 | | | Year 2 | | |
|--------|--------------------------|-----------------|-----------------------------|-------------------------------------|------------------------------|-----------------------------|-------------------------------------|------------------------------|
| | | | Regular hrs / Rate per hour | Outside Regular hrs / Rate per hour | Weekend/Stat / Rate per hour | Regular hrs / Rate per hour | Outside Regular hrs / Rate per hour | Weekend/Stat / Rate per hour |
| 1 | 82.5 Ton max 80' of boom | 2-4 hours | | | | | | |
| 2 | 125 Ton max 150' of boom | 8 hours | | | | | | |
| 3 | 165 Ton max 150' of boom | 2-4 hours | | | | | | |

Rate for extra boom if and when required: Year 1 \$ _____ Year 2 \$ _____
Offeror to make available upon request extra booms.

Delivery, Setup and pickup rates:

Hydraulic Cranes Year 1 \$ _____ Year 2 \$ _____
Conventional Cranes Year 1 \$ _____ Year 2 \$ _____

Rigger Rates if and when required:

Regular hours / Rate per hour Year 1 \$ _____ Year 2 \$ _____
Outside Regular hours/ Rate per hr Year 1 \$ _____ Year 2 \$ _____
Weekend / Stat Rate per hour Year 1 \$ _____ Year 2 \$ _____

ANNEX C - Reporting Requirements

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

Reporting Periods

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.

Reporting Period: _____ No. of Call-ups: _____

Hydraulic Cranes with operator

| Crane Size | Regular Hours charged | Outside Hours charged | Weekend/Stat Hours charged | Total Amount Charged |
|----------------|-----------------------|-----------------------|----------------------------|----------------------|
| 20 Ton | | | | \$ _____ |
| 30 Ton | | | | \$ _____ |
| 40 Ton | | | | \$ _____ |
| 50 Ton | | | | \$ _____ |
| 65 Ton | | | | \$ _____ |
| 120 Ton | | | | \$ _____ |
| Extended Total | | | | \$ _____ |

Conventional Cranes with operator

| Crane Size | Amount of extra Boom supplied | Regular Hours charged | Outside Hours charged | Weekend/Stat Hours charged | Total Amount Charged |
|-----------------------------|-------------------------------|-----------------------|-----------------------|----------------------------|----------------------|
| 100 ton, Boom - 80' maximum | | | | | \$ _____ |
| 125 Ton max 150' of boom | | | | | \$ _____ |
| 165 Ton max 150' of boom | | | | | \$ _____ |
| Extended Total | | | | | |

| | No. of Hours Charged | Rate Charged | Total Amount Charged |
|----------------------------|----------------------|--------------|----------------------|
| Delivery, Setup and pickup | | \$ _____ | \$ _____ |
| Rigger | | | |
| Extended Total | | | \$ _____ |

Grand Total: \$ _____

Annex D - Insurance Requirements

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

-
- (o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Solicitation No. - N° de l'invitation

W0103-126502/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic211

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

W0103-126502

File No. - N° du dossier

VIC-1-34736

CCC No./N° CCC - FMS No./N° VME

Annex E

Security Requirements Check List