

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Lease of Light Towers	
Solicitation No. - N° de l'invitation W0106-11R218/A	Date 2012-02-23
Client Reference No. - N° de référence du client W0106-11-R218	
GETS Reference No. - N° de référence de SEAG PW-\$QCL-014-14450	
File No. - N° de dossier QCL-1-34923 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-12	Time Zone Fuseau horaire Heure Normale du l'Est HNE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lamarre, Jacynthe	Buyer Id - Id de l'acheteur qcl014
Telephone No. - N° de téléphone (418) 649-2776 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 5E GROUPE BRIGADE MÉCANISÉ DU CANADA (5GBMC) PETERSVILLE CAMP CFB GAGETOWN OROMOCTO NB E2V 4J5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

TPSGC/PWGSC
1550 Avenue d'Estimauville
Québec
Québec
G1J 0C7

Delivery Required - Livraison exigée 2012-04-10	Delivery Offered - Livraison proposée
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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Work to be performed is detailed under **Annex A - Statement of Work**.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2011/05/16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids 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 bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copie)
Section II: Financial Bid (1 hard copie)
Section III: Certifications (1 hard copie)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation procedures

- a) The bids received will be assessed in accordance with all the requirements of the bid solicitation, including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Financial evaluation

SACC Manual clause A0220T (2007-05-25) Price evaluation

The bids will be evaluated by period. For each period, the bid price will be evaluated in Canadian dollars, excluding the Goods and Services Tax or the Harmonized Sales Tax, and including FOB destination and Canadian customs duties and excise taxes.

For each period, the amount will be calculated as indicated below:

TOTAL per period: $B \times C = D$

- 1.1.1 Refer to the following table as an example of the calculation of an evaluation amount of the contract. Although two periods will be evaluated, we have indicated only the period from April 10, 2012 to May 9, 2012 as an example. Note that the data in the table are not real prices and have been provided as an example only.

BIDDER 1

Period	Description	Qty requested	Firm rate / light tower / period	Total price per Item	Qty of light towers offered / period
	A	B	C	D	E
April 10 to May 9, 2012	Light Towers, as described in Annex A.	65	\$1,000.00	\$65 000.00	55
				\$65 000.00	

BIDDER 2

Period	Description	Qty requested	Firm rate / light tower / period	Total price per Item	Qty of light towers offered / period
	A	B	C	D	E
April 10 to May 9, 2012	Light Towers, as described in Annex A.	65	\$1,100.00	\$71 500.00	65
				\$71 500.00	

In the above example, bidder 1 bid a lower total evaluation amount than bidder 2.

Result :

First contract: Awarding of a contract for 55 light towers to Bidder 1.

Second contract: Awarding of a contract for 10 light towers to Bidder 2.

Explanations regarding the selection method are indicated in section 2 below.

2. Selection method

For the periods from:

April 10 to May 9, 2012 inclusively.

April 10 to May 17, 2012 inclusively.

Note that each of these periods will be evaluated **separately**.

For each of the two periods above, the bidder who has submitted a responsive bid and who has **the lowest evaluated price for the period specified** will be recommended for awarding of the first contract. This bidder will be awarded a contract for the rental of the largest number of light towers for the period specified. The number of rented light towers may not exceed the maximum quantity identified for the period specified in **Table 1 of Annex B - Basis of Payment**.

If this bidder is unable to provide all the light towers for the period specified, a second contract may be awarded to the bidder who has **the second lowest price for the period specified**. Contracts may thus be awarded to a number of bidders, until all the light towers requested for the period specified are supplied.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

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

1.1 Federal Contractors Program - Certification

1.1.1 Federal Contractors Program - over \$25,000 and below \$200,000

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 the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder 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;

(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.

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, bidders must provide the information required below.

Definitions

For the purposes of this clause,

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

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

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

"pension" means, 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 Bidder a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Bidder 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 Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If so, the Bidder 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 a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.3 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

- () the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

1.3.1 SACC Manual clause A3050T (2010/01/11) Canadian Content Definition.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at **Annex A**.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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

2010C (2011/05/16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to May 17, 2012 inclusive.

4.2 Lease Period

April 10, 2012 to May 9, 2012 inclusive; and
April 10, 2012 to May 17, 2012 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jacynthe Lamarre
Title: Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 1550, Avenue d'Estimauville

Québec, Qc, G1J 0C7

Telephone: 418-649-2776

Facsimile: 418-648-2209

E-mail address: jacynthe.lamarre@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority (to be completed at contract award)

The Project Manager for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

The Technical authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Administrative Authority (to be completed at contract award)

For all information related to invoicing and/or payments:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

5.4 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6. Payment**6.1 Basis of Payment****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 **Annex B - Basis of Payment** for a cost of \$ _____ **(to be completed at contract award)**. 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.

6.2 Limitation of Price

SACC Manual clause C6000C (2011/05/16) Limitation of Price

6.3 Single Payment

SACC Manual clause H1000C (2008/05/12), Single Payment

6.4 SACC Manual Clauses

A9117C (2007/11/30), T1204 - Direct Request by Customer Department

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications

- 8.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 SACC Manual Clauses

A3060C (2008/05/12), Canadian Content Certification

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec.

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 Articles of Agreement;
- (b) the general conditions 2010C (2011-05-16), General Conditions - Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated _____ (*to be completed at contract award*)

11. Defence Contract

SACC Manual clause A9006C (2008/05/12) Defence Contract

12. Insurance

SACC Manual clause G1005C (12/05/08), Insurance

ANNEX A

STATEMENT OF WORK

PURPOSE

1. The purpose of this document is to provide the general and specific requirements for the lease of Light Towers including maintenance and repair services, on behalf of the Department of National Defence (DND) and for the use of members of the Canadian Forces (CF) on a military exercise entitled "LION INTREPID 2012".

DESCRIPTION OF GOODS AND SERVICES

General

2. On a lease basis, supply seventy-five (75) trailer-mounted, diesel-operated, mobile 4 x 1 000 watts Light Towers with a 4-kW (or greater) generator. The service is required by the 5 Canadian Mechanized Brigade Group (5 CMBG), which must carry out an exercise at Canadian Forces Base (CFB) Gaagetown, in New-Brunswick, over the period from 10 April 2012 to 17 May 2012. Delivery of the equipment is required at Camp Petersville in the training area at CFB Gaagetown, in New Brunswick.

Quantities

3. The number of light towers required for the military exercise is indicated in Table 1, below.

Delivery and return

4. The Contractor is responsible for determining the type of packaging required and the appropriate means of transporting the supplied items to their destination and back.

5. The delivery of the seventy-five (75) light towers must be done on April 10, 2012 between 8:00 a.m. and 16:00 p.m. at camp Petersville in the training area of CFB Gaagetown. Pick up sixty-five (65) of them between 8:00 a.m. and 16:00 p.m. on Wednesday May 9, 2012 and pick up the remaining ten (10) light towers between 8:00 a.m. and 16:00 p.m. on Thursday May 17, 2012. The identity of the person in charge on site will be provided on the resulting contract (s).

6. Upon arrival at their destination, the items shall be inspected by the respective designated Representatives of the Contractor and DND. A status report shall be produced for each item and signed by both Representatives. A copy of each report shall be provided to the DND Representative.

7. Before the items are returned, they shall be inspected by the respective designated Representatives of the Contractor and DND on site. A status report shall be produced for each item and signed by both Representatives. A copy of each report shall be provided to the DND Representative.

Table 1 - Items required

Item	Description	Quantity Required (Guaranteed)	Périod
1	Trailer-mounted, diesel-operated, mobile 4 x 1 000-watt Light Tower	65	April 10, 2012 to May 9, 2012
2	Trailer-mounted, diesel-operated, mobile 4 x 1 000-watt Light Tower	10	April 10, 2012 to May 17, 2012

Light Towers

8. Each light tower supplied may be a new or used late model . The equipment must be delivered in perfect working condition. It must be inspected prior to delivery and meet the various provincial and federal safety standards for that type of equipment.

9. Each Light Tower supplied must meet the following technical features below:

9.1 Trailer-mounted, diesel-operated, mobile 4 x 1 000-watt ;

9.2 Tank capacity must be 25 gallons (95 litres) or greater.

10. The following equipment must be included in the lease of each Light Tower:

10.1 Four (4) 1,000-watt lights.

10.2 One (1) generator with a capacity of 4 kW or greater.

10.3 One (1) control panel with independent circuit breaker for each light..

10.4 One (1) 7.5-m telescopic mast with manual winch and adjustable head.

10.5 Fuel tank must be delivered full and DND will return it full to the Contractor.

Breakdown service

11. All light towers and other items supplied by the Contractor shall be in perfect working condition at all times during the lease term.

12. The contractor is responsible to provide on-site service at Gagetown, within 24 hours following a service call from a DND representative. The service call will be made only when there is at least two (2) Light Towers to be repaired. If unable to repair on site, the Contractor must replace the equipment within the following 24 hours.

13. The Contractor is responsible for supplying experienced and duly qualified personnel, as well as the tools, equipment, replacement parts, and any other products required to provide on-site breakdown service for, and/or the required repairs to, the light towers and other items provided by the Contractor, on an as-needed basis and within the prescribed time frame.

14. The Contractor shall be responsible for transportation, labour and any other expenses incurred for the replacement of a light tower following a breakdown that occurs during normal use over the lease term.

Solicitation No. - N° de l'invitation

W0106-11R218/A

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-1-34923

Buyer ID - Id de l'acheteur

qcl014

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

W0106-11-R218

CCC No./N° CCC - FMS No/ N° VME

Damages

15. With the exception of normal wear and tear, at the end of the lease term and before the return of the equipment supplied, any damage to the items supplied by the Contractor shall be noted and recorded.

16. Within five (5) days following the end of the lease term, the Contractor shall submit to the DND Representative all the details of the repairs to be made to its equipment and the corresponding costs.

ANNEX B**BASIS OF PAYMENT**

The bid price will be evaluated in Canadian dollars, excluding the Goods and Services Tax or the Harmonized Sales Tax, and including FOB destination, transport, unloading and Canadian customs duties and excise taxes, as indicated in Annex A.

Period	Description	Quantity requested	Firm rate / Light Tower / period	Quantity of Light Tower offered / period
April 10, to May 9, 2012	Lease of Light Towers as specified in Annex A.	65	\$_____ / Light Tower / period	_____
April 10 to May 17, 2012	Lease of Light Towers as specified in Annex A.	10	\$_____ / Light Tower / period	_____

The quoted price includes the return transportation of the equipment, on-site repair or replacement of defective equipment, as well as related equipment specified in item 10 of the Annex A.