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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) template 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 instruction 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 pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Insurance Requirements, the Standing Offer Reporting Requirements, and the Rental Vehicle Inspection Checklist

2. Summary

For the issuance of a Regional Master Standing Offer (RMSO) for the rental of forklifts and other lifting equipment without operator on an "as and when requested" basis in accordance with the requirements detailed in this Request for Standing Offer (RFSO) to various Federal Government Departments and Agencies located within British-Columbia, Canada.

Offerors must submit firm daily, weekly and monthly rental rates FOB Offeror Point for the most frequently used rental equipment types. Offerors may also submit a firm percentage (%) discount rate for miscellaneous rental services and accessories, subject to the restrictions detailed herein.

Pick-up and drop-off of the rental equipment to and from the Offeror rental outlet location is the responsibility of Government end-users. Offerors must be able to provide delivery services upon request for an additional delivery fee, if applicable.

The period of the RMSO is for one (1) year from date of issuance with the possibility of extending the Standing Offer by two (2) one (1) year extension periods under the same terms and conditions.

The requirement is divided between two (2) geographical servicing zones. Offerors may bid on only one (1) or both servicing zones.

- Zone 1 covers all of Vancouver Island, British-Columbia, Canada.
- Zone 2 covers all of the BC Mainland, Canada.

Offerors must submit with their offer a list of all rental outlets available under this RMSO and support delivery services to selected mandatory locations as identified in this RFSO for each zone.

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical and financial evaluation criteria to be declared responsive. Offers will be evaluated separately for each servicing zone. The responsive offer with the lowest evaluated price on an aggregate basis for each servicing zone will be recommended for issuance of an RMSO. Canada intends to issue only one (1) RMSO per servicing zone. A Standing offer may combine both servicing zones in the event the same bidder is recommended for issuance of an RMSO for both servicing zones.

The total estimated yearly value of this requirement is CAD \$165,000.00, Applicable Taxes included and distributed as follows:

- Zone 1 (Vancouver Island BC): CAD \$100,000.00 /Year
- Zone 2 (BC Mainland) : CAD \$ 65,000.00 /Year

The above estimated annual value will be used for financial evaluation purposes only. It does not represent a commitment by Canada and is only an estimation of the potential value of all call-ups which may be placed by the Identified Users against the Standing Offer.

Offerors must submit a list of names, or other related information as need, pursuant to section 01 of Standard Instructions 2006.

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the RFSO.

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).

This Public Works and Government Services Canada (PWGSC) office provides procurement services to the public in English.

3. Security Requirement

There is no security requirement applicable to this Standing Offer.

4. Debriefings

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 the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Former Public Servant

Contracts 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

As per the above definitions, 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.

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

Work Force Reduction Program

Is the 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 Applicable Taxes.

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) 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.

5. 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 (One (1) hard copy)

Section II: Financial Offer (One (1) hard copy)

Section III: Certifications (One (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 requirement detailed in Annex A.

I.1 Mandatory Technical Evaluation Criteria

See PART 4, Paragraph 1.1.1 of the Request for Standing Offer

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B - Basis of Payment. The total amount of Applicable Taxes must be shown separately.

I.1 Mandatory Financial Evaluation Criteria

See PART 4, Paragraph 1.2.1 of the Request for Standing Offer

II.2 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

II.3 Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the offer non-responsive.

II.4 Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

II.5 Consolidated Invoicing

The identified User may prefer that rentals of one (1) month of duration or more be invoiced monthly, or twice monthly, in arrears. Otherwise, the Offeror must invoice separately for each call-up upon its completion.

Canada requests that offerors complete one of the following:

- (a) () **Yes:** we can provide the above consolidated invoicing service if awarded a standing offer as a result of this solicitation as follows: [] **monthly** or [] **twice monthly**
- (b) () **No:** we cannot offer the above consolidated invoicing service if awarded a standing offer as a result of this solicitation.

The Offeror is not obligated to accept consolidated invoicing.

Acceptance of consolidated invoicing will not be considered as an evaluation criterion.

The requirement for consolidated invoicing will apply onto to Standing Offers issued to offerors which indicated "Yes" in their offers. Consolidated invoicing will be included in individual call-ups as required.

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

The Offeror's Technical Offer must demonstrate compliance with all aspects of the requirement at Annex A. In order for the Offeror's technical offer to be given further consideration, it must demonstrate compliance with the following mandatory technical evaluation criteria:

1.1.1 Mandatory Technical Evaluation Criteria

Offerors may bid on one (1) or two (2) service delivery zones identified in the solicitation document. Offerors must clearly identify their delivery zone selection in their technical offer, and submit their financial offer using the corresponding financial evaluation tables.

- Zone 1 covers all of Vancouver Island, British-Columbia, Canada.
- Zone 2 covers all of the BC Mainland, Canada.

Mandatory Technical Evaluation Criteria for Zone 1 (Vancouver Island BC):

- Offerors must provide a list of all rental outlets available within Zone 1 under this Standing Offer. Remark: This information will facilitate the rental decisions of Government Users after issuance of the Standing Offer.
- Offerors must submit rental rates for a minimum of five (5) of the thirteen (13) most frequently rented forklift trucks listed under Section A of Financial Evaluation Table B.1 at Annex B - Basis of Payment. To be given further consideration, offerors must provide rental rates for mandatory items No. A2, and A6 (marked "MANDATORY") AND at least three (3) others items in section A.
- Offerors must support delivery services in the Greater Victoria BC Region and Nanaimo BC upon request and submit firm delivery rates for all eight (8) mandatory locations No. C1 through C8 identified in Section C of Financial Evaluation Table B.1 at Annex B - Basis of Payment.
- Offerors must sign and return a copy of page 1 of the solicitation document and related amendments to confirm their agreement with the requirement detailed at Annex A, and all the other terms and conditions of the Request for Standing Offer.

Mandatory Technical Evaluation Criteria for Zone 2 (BC Mainland):

- Offerors must provide a list of all rental outlets available within Zone 2 under this Standing Offer. Remark: This information will facilitate the rental decisions of Government Users after issuance of the standing offer.
- Offerors must submit rental rates for a minimum of five (5) of the thirteen (13) most frequently rented items listed under Section A of Financial Evaluation Table B.1 at Annex B - Basis of Payment. To be given further consideration, offerors must provide rental rates for mandatory items No. A2, and A6 (marked "MANDATORY") AND at least three (3) others items in section A.
- Offerors must support delivery services in the Greater Vancouver Region and BC Mainland upon request and submit firm delivery rates for a minimum of four (4) of the six (6) locations No. C1 through C6 identified in Section C of Financial Evaluation Table B.2 at Annex B - Basis of Payment.
- Offerors must sign and return a copy of page 1 of the solicitation document and related amendments to confirm their agreement with the requirement detailed at Annex A, and all the other terms and conditions of the Request for Standing Offer.

Technical Offers will be evaluated separately for each service delivery zone

Failure to comply with any of the above mandatory technical evaluation criteria and instructions will result in the Offeror's technical offer being declared non-responsive and given no further consideration.

1.2 Financial Evaluation *

In order for the Offeror's financial offer to be given further consideration, it must demonstrate compliance with the following mandatory financial evaluation criteria:

1.2.1 Mandatory Financial Evaluation Criteria

Offerors must submit a financial offer for at least one (1) of the two (2) servicing zones. Offerors must clearly identify their zone selection in their Offer and must submit their financial offer using the financial evaluation tables provided at Annex B - Basis of Payment:

- For Zone 1 (Vancouver Island, BC), offerors must complete and submit financial evaluation Table B.1 with their offer.
- For Zone 2 (BC Mainland), offerors must complete and submit financial evaluation Table B.2 with their offer.

Offerors must submit a separate financial offer for each zone.

Each financial evaluation table is divided into four (4) sections:

- Section A is titled "Forklifts" and lists the most frequently used forklift trucks. This section contains a total of 13 rental items (No. A1 to A13). For the offerors' offer to be given further consideration, offerors must submit firm daily, weekly and monthly rates for each period of the Standing Offer (Year 1 + Extension Year 2 + Extension Year 3), for mandatory items No. A2, and A6 (marked "MANDATORY") AND at least 3 others items. The rental rates offered must be FOB Offeror' point i.e. include all costs except delivery charges and Applicable Taxes (See Section C for optional delivery services).
- Section B is titled "Other Lifts" and lists additional types of lifts that may occasionally be rented under the standing offer e.g. scissor lifts, boom Lifts and telehandlers. This section contains a total of 14 rental items (No. B1 to B14). None of the items listed in the section are mandatory. Offerors are to enter rates for each period of the Standing Offer for the rental items they can support under this Standing Offer, Applicable taxes excluded.
- Section C is titled "Optional Delivery Services" and lists the most frequently required delivery locations in each servicing zone. Offerors must submit a firm delivery fee for one (1) return trip for one (1) rental unit (To and From the Offeror's point) for each period of the Standing Offer. The delivery fee offered must exclude all Applicable Taxes and rental fees requested under Section A. Delivery fees must include all other applicable costs e.g. costs and time for transportation, supervision, labour, offloading or unloading by Offeror. No further charges will be allowed.
 - * Zone 1: To be given further consideration, the offeror's financial offer must include delivery rates for all eight (8) locations No. C1 through C8 identified in Financial Evaluation Table B.1.
 - * Zone 2: To be given further consideration, the offeror's financial offer must include rates for a minimum of four (4) of the six (6) locations (No. C1 through C6) identified in Financial Evaluation Table B.2.
- Section D is titled "Miscellaneous Rental Services" includes one (1) item only (No. D1). It covers the rental of accessories and other types of rental lifts that are not listed in Sections A and B but that offerors can make available to Government Users under this Standing Offer at the Offeror's published price lists in effect at the time of ordering less a firm percentage discount for each period of the Standing Offer, Applicable Taxes excluded.

Offerors must submit a discount rate of 0% or greater for each period of the Standing Offer or this item/service will be not be deemed available from the Offeror.

Important instructions (Sections A, B, C, and D):

For rental items and services that are available at no charge, offerors must fill the rate cell with either "N/C" (no charge) or "\$0" (zero dollar) or these items will be deemed NOT available.

If all or part of the rate cells have been left blank for an item (e.g. Offeror has not entered a rate for each period of the Standing Offer i.e., for Year 1, Year 2, and Year 3), the line item will be deemed NOT available from the offeror.

Failure to comply with any of the above mandatory financial evaluation criteria and instructions will result in the Offeror's financial offer being declared non-responsive and given no further consideration.

1.2.2 Calculation of the Evaluated Price of the Offer

Financial offers will be evaluated separately for each servicing zone.

Calculation of the Evaluated Price of the Offer for Zone 1:

- a. Section A: The firm daily, weekly, and monthly rates offered in Financial Evaluation Table B.1 for Item A1 for each period of the Standing Offer will be added together then multiplied by the estimated yearly usage coefficient to obtain the extended total for Item A1. See example 1 at Annex B. Repeat calculation for items A2 through A13.
- b. Section B: The firm daily, weekly, and monthly rates offered in Financial Evaluation Table B.1 for Line item B1 for each period of the Standing Offer will be added together then multiplied by the estimated yearly usage coefficient to obtain the extended total for Item B1 (same method as for Section A). Repeat calculation for items B2 through B14.
- c. Section C: The firm delivery rates offered in Financial Evaluation Table B.1 for each period of the Standing Offer for line item C1 will be added together then multiplied by the estimated yearly usage coefficient to obtain the extended total for Item C1. See example 2 at Annex B. Repeat calculation for Items C2 through C8.
- d. Section D: The firm discount percentage offered in Financial Evaluation Table B.1 for each period of the Standing Offer for Item D1 will applied to the estimated yearly usage dollar amount to obtain the extended total for line item D1. See example 3 at Annex B.
- e. Add the extended totals for items A1 through A13, B1 through B14, C1 through C8, and D1 to obtain the evaluated price of the offer for Zone 1.

For evaluation purposes only, specified items that are not individually priced will be given the following values:

- For items based on firm rental rates in dollars (Sections A, B, and C): The greater of one dollar (\$1.00) or the highest price proposed by any other offeror for Zone 1.
- For miscellaneous services based on a firm percentage discount (Section D): Zero percent (0%).

Estimated usage will be used for financial evaluation purposes only. It does not represent a commitment by Canada and is only an estimation of the potential value of all call-ups which may be placed by the Identified Users against the Standing Offer.

Calculation of the Evaluated Price of the Offer for Zone 2:

- a. Section A: The firm daily, weekly, and monthly rates offered in Financial Evaluation Table B.2 for Item A1 for each period of the Standing Offer will be added together then multiplied by the estimated yearly usage coefficient to obtain the extended total for Item A1. See example 1 at Annex B. Repeat calculation for items A2 through A13.

- b. Section B: The firm daily, weekly, and monthly rates offered in Financial Evaluation Table B.2 for Line item B1 for each period of the Standing Offer will be added together then multiplied by the estimated yearly usage coefficient to obtain the extended total for Item B1 (same method as for Section A). Repeat calculation for items B2 through B14.
- c. Section C: The firm delivery rates offered in Financial Evaluation Table B.2 for each period of the Standing Offer for line item C1 will be added together then multiplied by the estimated yearly usage coefficient to obtain the extended total for Item C1. See example 2 at Annex B. Repeat calculation for Items C2 through C6.
- d. Section D: The firm discount percentage offered in Financial Evaluation Table B.2 for each period of the Standing Offer for Item D1 will be applied to the estimated yearly usage dollar amount to obtain the extended total for line item D1. See example 3 at Annex B.
- e. Add the extended totals for items A1 through A13, B1 through B14, C1 through C6, and D1 to obtain the evaluated price of the offer for Zone 2.

For evaluation purposes only, specified items that are not individually priced will be given the following values for evaluation purposes only: The greater of \$1.00 or the highest rate or the lowest discount proposed for that item by any vendor

Estimated usages are for evaluation purposes only and are not indicative of actual rental services under this Standing Offer. They will not form part of the Standing Offer and resulting call-ups..

1.2.3 Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, FOB Destination, Applicable Taxes excluded, pick-up and delivery charges, Canadian customs duties and excise taxes included.

2. Basis of Selection

2.1 Basis of Selection - Mandatory Technical and Financial Criteria

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical and financial evaluation criteria to be declared responsive. Offers will be evaluated separately for each servicing zone. The responsive offer with the lowest evaluated price on an aggregate basis for each servicing zone will be recommended for issuance of an RMSO.

2.2 Number of Standing Offers

Canada intends to issue only one (1) RMSO per servicing zone. A Standing offer may combine both servicing zones in the event the same bidder is recommended for issuance of an RMSO for both servicing zones.

PART 5 - CERTIFICATIONS

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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

1.1 Code of Conduct and Certifications – Related Documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - SECURITY, FINANCIAL, AND INSURANCE REQUIREMENTS

1. Security Requirement

There is no security requirement applicable to this Standing Offer.

2. Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

3. Insurance Requirements

See paragraph 6 under Part 7B - Resulting Contract Clauses.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

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

3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows: *(Inserted at time of issuance of Standing Offer)*

1st quarter: From _____ to _____
 2nd quarter: From _____ to _____
 3rd quarter: From _____ to _____
 4th quarter: From _____ to _____

The data must be submitted to the Standing Offer Authority no later than twenty (20) 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 of one (1) year from the date of issuance of the Standing Offer, from _____ to _____ inclusive *(dates inserted upon issuance of the Standing Offer)*.

4.2 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 one (1) year periods, from _____ to _____ (Extension Year 2), and from _____ to _____ (Extension Year 3) *(Dates inserted upon issuance of the standing offer)*, 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) calendar days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Hélène Kobenter
 Procurement Officer
 Public Works and Government Services Canada
 1230 Government Street, Suite 401
 Victoria, British Columbia Canada V8W 3X4
 Telephone : (250) 363-3404
 E-mail: Helene.Kobenter@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he/she 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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative *(To be filled in as specified in the Offeror's Offer)*

Name and telephone number of the person to be contacted for:

	Receipt, process and acknowledgment of Call-ups	Emergency repairs	Invoicing Enquiries	General Enquiries
Contact Name				
Telephone				
Facsimile				
Email address				

5.3 List of rental outlets: *(As specified by the Offeror in its offer)*

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified Users designated in Article 6 using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* OR equivalent Departmental Call-up Document.

9. Call-up procedures

If there is more than one standing offer issued as a result of this solicitation process, Identified Users must select the Standing Offer based on the destination of the rental unit at the beginning of the rental period. For example, an Identified User located in Victoria BC (Vancouver Island - Zone 1) requiring a rental unit for delivery in Vancouver BC must make the call-up against the Standing Offer issued for Zone 2 (BC Mainland).

The offeror will be authorized by the identified User to proceed with the work by the issuance of a duly completed and signed call-up form.

The Offeror must acknowledge receipt of each call-up in writing in accordance with the Requirement detailed in paragraph 8 at Annex A . If the Offeror fails to acknowledge the receipt of a call-up within the requested time frame, the Identified User may terminate the call-up without incurring any cost or penalty whatsoever.

10. Call-up Procedures for claims for damages

Call-up amendments issued against the Standing Offer for claims for damages must include the following statement:

The Offeror agrees that, upon payment of \$ _____ (insert amount) to the Offeror for damages (or "repairs", as applicable) to the vehicle rented by Canada pursuant to Call-up No. ____ (insert number), Canada will be released and forever discharged from all manner of actions, claims suits and demands which may arise as a result of the call-up issued against the Standing Offer.

11. Limitation of Call-ups

11.1 Limitation of individual Call-ups

Individual call-ups against this Standing Offer must not exceed CAD **\$40,000.00 (Applicable Taxes included)**.

11.2 Miscellaneous Rental Services

Miscellaneous rental services cover the rental of accessories and lifting equipment without operators that are not listed in sections A and B at Annex B - Basis of Payment, and which may be purchased from the Offeror under the following conditions:

- 1) The rental rates offered for Miscellaneous Rental Services must be in accordance with the percentage discount specified in the Offeror's financial offer under Section D, Line item D1 of Annex B and the Offeror's published price lists in effect at the time of ordering, and all other terms and conditions of the Standing Offer.
- 2) The total amount of miscellaneous rental services incorporated on any individual call-up **must not exceed 25% of the total value of each individual call-up (Applicable Taxes included)**:
 Example 1: If the total value of the call-up is \$40,000.00 (Applicable Taxes included), the portion of miscellaneous rental services that may be included in the call-up must not exceed \$10,000.00 (Applicable Taxes included).
 Example 2: If the total value of the call-up is \$20,000.00 (Applicable Taxes included), the portion of miscellaneous rental services must not exceed \$5,000.00 (Applicable Taxes included).
- 3) Purchases of miscellaneous rental services are subject to the reporting requirements detailed under Part 7A, Section 3.2. Periodic Usage Reports - Standing Offers.
- 4) Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list and updates to each Identified User requesting a copy. The Offeror must further send one (1) copy to the Standing Offer Authority at the address stated in the Standing Offer.

12. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **CAD \$ _____ (Applicable Taxes excluded)** (*Amount Inserted at time of issuance of Standing Offer*) 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 four (4) 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.

13. 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 Standing Offer;
- c) The general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) The general conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
- e) Annex A - Requirement;
- f) Annex B - Basis of Payment;
- g) Annex C - Insurance Requirements;
- h) Annex E - Rental Vehicle Inspection Check List;
- i) The Offeror's offer dated _____ (*Inserted at time of issuance of Standing Offer*)

14. Certifications

14.1 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.

15. 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*).

16. Consolidated Invoicing in arrears (*As specified in the Offeror's Offer under Part 3, Section II.5*)

If required in a call-up for rentals of one (1) month of duration or more, the Offeror will provide consolidated invoicing [] **monthly** or [] **twice monthly**, in arrears. Otherwise, the Offeror must invoice separately for each call-up upon its completion.

17. Delivery charges

Pick-up/drop-off of the rental equipment to and from the offeror rental outlet location will be the responsibility of Identified Users unless otherwise specified on the call-up. **Charges for delivery by the offeror must be authorized on the call-up issued against the standing offer.**

Delivery charges to the most frequent delivery points identified for each servicing zone must be in accordance with the rates specified in the Offeror's financial offer under Section C of Annex B - Basis of Payment.

The Contractor must prepay transportation costs to all other locations. Prepaid transportation costs must be shown as a separate item on the invoice, and supported by a certified copy of the prepaid transportation bill of lading.

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. Requirement

The Contractor must provide the rental services detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

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

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

3. Term of Contract

3.1 Period of the Contract

The rental services must be rendered in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment - Firm rates and discounts

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract/call-up, the Contractor will be paid in accordance with the firm rates and discounts as specified in the Basis of Payment in Annex B. Customs duties are included and Applicable Taxes are extra.

4.2 Limitation of Price

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

4.3 Payment by Credit Card *(As specified by the Offeror under Part 3, Section II.2 of the request for standing Offer)*

The following credit card is accepted: _____ . OR

The following credit cards are accepted: _____ and _____.

4.4 SACC Manual Clauses

C0710C (2007-11-30) Time and Contract Price Verification

H1001C (2008-05-12) Multiple Payments OR H1000C (single Payment) *(if Offeror declined monthly or bi-monthly payments in arrears in its offer under Part 3, Section II.5)*

5. Invoicing Instructions

1. The Offeror 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. Unless otherwise specified in the call-up, Work must be invoiced upon completion of the call-up, and a separate invoice made out for each rental equipment under each call-up.
3. Invoices must include the following information:
 - (a) the name and address of the Identified User as shown on the call-up;
 - (b) the Standing Offer number;
 - (c) the call-up number;
 - (d) Offeror name, address, and tax collection number;
 - (e) Vehicle control number, license number, and type of vehicle
 - (f) Rental period requested by the Identified User, including notification times and dates
 - (g) copy of the invoices, receipts, vouchers for all reimbursable expenses allowed under the Standing Offer, if applicable. Charges must be itemized.
4. Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the address shown on the call-up for certification and payment.
5. In the event of an overcharge or undercharge, the Offeror must provide a new invoice.

6. Insurance Requirements

The Offeror must comply with the insurance requirements specified in Annex C. The Offeror must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Offeror from or reduce its liability under the Standing Offer and resulting contracts.

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

The Offeror must forward to the Standing Offer Authority within ten (10) calendar days after the date of issuance of the Standing Offer, 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 Offeror must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

7. SACC Manual Clauses

A9049C (2011-05-16) Vehicle Safety

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

A9068C (2010-01-11) Government Site Regulations

ANNEX A - REQUIREMENT

REGIONAL MASTER STANDING OFFER (RMSO)

RENTAL OF FORKLIFTS AND OTHER LIFTING EQUIPMENT WITHOUT OPERATOR

BRITISH COLUMBIA, CANADA

1. Summary:

For the issuance of a Regional Master Standing Offer (RMSO) for the rental of forklifts and other lifting equipment without operators on an "as and when requested" basis in accordance with the requirements detailed in this Request for Standing Offer (RFSO) to various Federal Government Departments and Agencies located within British-Columbia, Canada.

2. Geographical Servicing Zones and mandatory delivery locations:

The requirement is divided between two (2) geographical servicing zones:

- **Zone 1** covers all of Vancouver Island, British Columbia, Canada.

The offeror must support pick-up/drop-off services upon request for the following eight (8) locations:

- Pat Bay Airport, Sidney BC
- Bay Street Armouries, Victoria BC
- Vanalman Armouries, Saanich, BC
- Naden, Esquimalt BC
- Dockyard, Esquimalt BC
- Rocky Point, Metchosin BC
- Albert Head, Metchosin BC
- Nanaimo, BC

- **Zone 2** covers all of BC Mainland, Canada

The offeror must support pick-up/drop-off services upon request for a minimum of four (4) of the following six (6) locations:

- Vancouver BC
- Richmond BC
- Aldergrove BC
- Chilliwack BC
- Kamloops BC
- Vernon BC

Offerors must provide a list of all rental outlets available within each zone to facilitate the rental decisions of Government Users.

3. Rental Equipment Requirements and Estimated Usage:

1. All vehicles rented under this Standing Offer must be in clean condition, and excellent state of repair, and must not be any older than ten (10) years.

2. All rental vehicles must be supplied without operators.
3. All rental vehicles supplied must meet the provisions of the Motor Vehicle Safety Act, S.C. 1993, c.16, and the applicable regulations that are in force on the date of its manufacture.

The most frequently used types of forklifts are listed below. They represent approximately 70% of the total estimated yearly requirements for each zone.

- Forklifts - Solid Cushion Tires - Electric, Gas or propane with typical lifting capacity of 4,000, 6,000, 8,000, and 10,000 pounds (lbs);
- Forklifts - Pneumatic Tires - Gas or Propane with typical lifting capacity of 4,000, 6,000, 8,000 and 10,000 pounds (lbs);
- Forklifts - Pneumatic Tires - 4 x 4 All Terrain - Diesel - With enclosed Cab and Heater with typical lifting capacity of 6,000, 8,000 and 10,000 pounds (lbs);
- All Terrain 4X4 Forklifts - Pneumatic Tires - Diesel - With enclosed Cab and Heater, 8 foot spread and 8 foot fork with typical lifting capacity of 15,000 and 30,000 pounds (lbs).

6,000 lbs forklift trucks are anticipated to be the most frequently required type.

Other types of lift trucks that may occasionally be rented under the standing offer are listed below and represent approximately 30% of the total estimated yearly requirements for each zone.

- Scissor lifts - Electric with typical working height of 19, 26, and 33 feet (FT);
- Scissor lifts - Rough Terrain 4x4 with typical working height of 32, 40, and 50 feet (FT);
- Boom Lifts - Telescopic or articulated with typical working height of 45, 65, 86, and 130 feet (FT);
- Telehandlers with typical lifting capacity of 6,000, 8,000, 10,000 and 12,000 pounds (lbs).

All electric rental units must be supplied with a Min. 36V battery and 220/240V battery charger.

All rental units operating on propane, gasoline or diesel must be supplied with approximately a three quarters ($\frac{3}{4}$) tank of fuel.

Above estimated usage does not represent a commitment by Canada.

4. Delivery Requirements:

See Part 7A, Section 17 of the Standing Offer.

5. Additional Equipment:

Identified Users may periodically require additional equipment, attachments, or accessories for the units rented under this Standing Offer. These requirements will be included in individual call-ups and must be itemized on the invoice as separate charges, if applicable.

6. Emergency repairs:

The Offeror shall respond to a breakdown request within one (1) hour, and if a breakdown is expected to exceed two (2) hours, the Offeror must supply a suitable vehicle replacement.

A 24-hour, 7-day per week vehicle breakdown telephone number shall be provided by the Offeror for immediate authorization of repairs to broken down rental units.

7. Availability of Rental Units:

The Identified User must have access to a range of rental units. The Identified User shall be permitted to use larger size rental units to meet the minimum requirement at no additional cost, subject to the acceptance of the Identified User.

8. Delivery of Rental Units:

The Offeror must be locally situated, to deliver rental units and facilitate easy access by the Identified User within forty eight (48) hours from receipt of a duly authorized call-up. The Offeror must reply and confirm availability in writing within one (1) hours of receipt of call-up.

9. Termination:

Identified Users are responsible for termination of call-ups for rental units. Termination of rentals more than two (2) hours beyond the time indicated for the daily, weekly or monthly rate will constitute an additional daily rate. Two hours or less shall be at no charge to the identified User.

10. Traffic Infractions/Tickets:

The Offeror shall not pay for traffic violations, including unlawful parking issued to representatives of Canada during the rental period. An original copy of the ticket or photo-radar shall be forwarded to the Identified User immediately, or as soon as the ticket is received, to avoid late payment charges. The Identified User must contact and forward the ticket to the appropriate unit responsible for payment of the ticket.

11. Rental Extensions:

Extensions to call-ups for rental extensions must be authorized by the Identified User. Regardless of the number of extension requests, the monthly rate will be applied first (if applicable) followed by weekly rate and then the daily rate.

12. Supply of Alternative Rental Unit:

The Offeror must provide the type of rental unit requested by the Identified User in the call-up. Should the Offeror substitute a unit having a higher rental rate than the type requested, the applicable charge must be the one for the unit requested. The Offeror must advise the Identified User of any substitution, and all substitutions must be approved by the Identified User. Should the substitute rental unit have a lower rate than the type requested, the applicable charge shall be the lower of the two in accordance with the firm rates offered in Annex B.

13. Silent Hours:

During silent hours, the Offeror must maintain an answering machine to facilitate call-in returns by the Identified User. Invoices must indicate the time of call-in as the return time.

14. Vehicle Licensing Requirements:

The Offeror is responsible for all permits and licensing requirements applicable to the types of units rented under this Standing Offer in accordance with applicable Municipal, Provincial, and Federal laws.

15. Division of Responsibilities:

Unless otherwise stated in the Standing Offer, the following applies:

1. For the purposes of this clause,
 - b) The term "Normal Wear and Tear" refers to the natural amount of deterioration, which can be expected over the term of the rental period and include:
 - (i) tire wear, paint chips and minor scratches that do not extend to the base metal;
 - (ii) all paint scratches and paint wear and minor dents to interior,
 - (iii) paint chips caused by stones thrown by the wheels of the vehicles;
 - (iv) frayed or stretched emergency brake cables;
 - (v) interior wear of vehicles not including holes, burns or tears of interior surfaces;
 - (vi) interior wear of trucks including all paint scratches; and
 - (vii) tire wear and damage, provided that the tires meet provincial safety standards.

Removal of decals or signage and any resultant paint repairs are not considered normal wear and tear and will be chargeable as a repair.

2. The Offeror is responsible for:
 - (a) Pick-up/Drop-off of the vehicle to the designated Offeror rental location closest to the area identified in the call-up;
 - (b) Pre-servicing the vehicle in the normal way for customer delivery;
 - (c) Supplying approximately a three-quarter (3/4) tank of fuel with the vehicles delivered and supplying fuel /propane during periods of vehicle repair and maintenance;
 - (d) Ensuring each vehicle delivered has the following equipment and accessories:
 - (i) one ignition key
 - (ii) vehicle jack
 - (iii) wheel wrench
 - (iv) all minimum features as required by law.
 - (e) Replacement of tires covered by the tire manufacturer's normal warranty. (Replacement tires will be to original equipment specifications with the same life, standard and quality.);
 - (f) All Warranty Servicing: Warranty servicing means the supply of parts normally provided by the manufacturer's warranty together with the labour necessary to install such parts. The warranty service must be made available at any dealer for the make of vehicle rented, within Canada; and
 - (g) Inspecting the vehicle upon its return to the offeror for any damages.
3. Canada is responsible for:
 - (a) Pick-up/Drop-off of the rented vehicle at the designated Offeror rental location, unless the call-up expressly specifies Pick-up/Drop-off by Offeror;
 - (b) Supply of fuel during the rental period;
 - (c) Oil, fluids and lubricants between oil changes;
 - (d) Washing the vehicle;
 - (e) Returning the vehicle with a full tank of fuel or propane;
 - (f) Fines for traffic violations, including unlawful parking issued to representatives of Canada during the rental period.
4. Loss, damage, repairs
 - (a) Canada is responsible for loss and damage to the vehicle (including damage to optional equipment not requested but accepted by Canada) during the rental period and caused or contributed to by negligence or carelessness of representatives of Canada and recorded to the extent that the loss or damage is not the result of normal wear and tear. Loss or damage due to theft but not due to negligence of Canada will be self-underwritten by Canada.
 - (b) If a vehicle is returned to the Offeror at the end of the call-up in damaged condition, the Offeror must provide to Canada within five (5) business days after the return of the vehicle, a written estimate for the cost of repairs or replacement of the loss to the authorized representative of Canada identified in the call-up document. Repair work must be in accordance with industry standard.
 - (c) Canada may require the Offeror to provide three (3) quotes for repair work. Canada also reserves the rights to obtain, through a third party, its own estimates for the identified repairs to validate the Offeror's estimate.
 - (d) Once the cost of repairs is agreed to by both parties, the Offeror will invoice Canada, in accordance with the invoicing provisions of the Standing Offer and applicable call-up, for the agreed amount. The Standing Offer Authority will resolve disagreements.
 - (e) If Canada decides to repair damage to a vehicle during the rental period, Canada will notify the Offeror before proceeding with the repairs. Both parties must agree to the repairs.

16. Initial Inspection:

All rental units shall be inspected by the Identified User and the Offeror jointly, for damages prior to the release of a rental unit to the Identified User. Any damages located will be notated in the vehicle inspection sheet at Annex E, and signed by both parties. The Identified User will reject rental units that fail the acceptance inspection, and another rental unit must be provided by the Offeror without delay.

17. Final Inspection:

Upon return, rental units will be inspected by Identified User, and the Offeror, jointly, and notated using the same form referenced in Paragraph 16 of this Annex. Any new damage found shall be reported on the form and shall be signed in agreement by both parties. Mutual authorization must be obtained prior to proceeding with repairs in accordance with Paragraph 15 of this Annex. The Offeror must obtain a written authorization from the Identified User prior to proceeding with repairs.

18. Mechanical Breakdowns near the Identified User's site:

As mutually agreed upon by both parties at the time of the incident, the Offeror will provide a replacement rental unit immediately upon notification of a mechanical breakdown or a licensed mechanic and mobile service unit to perform repairs within four (4) hours notice from the Identified User. Replacement rental units are to be provided at no extra cost to Canada.

19. Mechanical Breakdowns far away from the Identified User's site:

The Offeror shall provide instructions for repair or replacement by providing emergency contact information as specified in Paragraph 6 of this Annex. The Offeror will authorize the Identified User to either go ahead and repair the vehicle or provide information as to how to obtain a replacement rental unit.

20. Damages and Accidents:

The Offeror must report all damages or accidents immediately to the Identified User. In the event of an accident or damage, rental unit call-ups may be suspended until further notice or terminated by the Standing Offer Authority. No extra rental charges will be incurred or paid during the period of suspension.

21. Replacement Rental Units:

The Offeror is responsible for all delivery, offloading and travel expenses, if applicable, when providing a replacement rental unit. Replacement units must be subject to the inspection and acceptance by Canada. A credit must be issued by the Offeror to the Identified User for reimbursement to Canada for minor repairs done or parts replaced by Canada or paid for by Canada with the agreement of the Offeror in situations in which Canada is not at fault. Where possible, the Identified User will return all vehicle parts replaced, including damaged or worn tires, to the Offeror.

22. Changes to Rental Plans:

In the event that rental plans are changed after a call-up has been issued but before delivery or pick-up of the rental unit, it is the responsibility of the Identified User to advise the Offeror of any changes to the call-up, including possible termination of the call-up. Failure to do so within the time frames indicated in may result in additional change of plan fees incurred by Canada in accordance with paragraph 9 of this annex. In notifying the Offeror of any change to rental plans, the Identified User designated representative must identify themselves, obtain a notification number and note the time and date of the notification. The Identified User will amend or terminate the call-up once notification has been given to the Offeror by the Identified User and any fees incurred by Canada have been invoiced and paid.

ANNEX B - BASIS OF PAYMENT

Rates:

Rates are in Canadian dollars, FOB Offeror Point unless otherwise specified herein, Applicable Taxes excluded, Canadian customs duties and excise taxes included. Rates are firm for the entire period of the Standing Offer.

Rates offered must include:

- Unlimited kilometre allowance;
- 24/7 Roadside emergency assistance and towing.

Rates offered must NOT include:

- Applicable Taxes;
- Airport, ferry charges and other similar charges (for internal vehicle transfers to and from other offeror rental locations) are the responsibility of the Offeror and will not be charged to Canada;
- Public Liability and Property Damage (PL/PD) insurance coverage specified by the province of BC regardless of the driver's age for all rental vehicles driven in Canada, except where provincial law makes it mandatory to insure any rented vehicles.

Additional allowed expenses

- Pick-up and drop-off by the Offeror, if authorized by the Identified User on the call-up, must be charged in accordance with the instructions detailed under Part 7A, section 17 of the Standing Offer;
- Miscellaneous rental services, if authorized by the Identified User on the call-up, must be charged in accordance with the instructions detailed in this annex and under Part 7A, section 11.2 of the Standing Offer;
- For vehicles returned with approximately less than a three-quarter (3/4) tank of fuel, the Offeror may charge Canada for the tank to be filled back to the ¾ mark at the current pump price per litre without allowance for overhead or profit.

All additional expenses must be itemized on the invoice as separate charges and supported with a copy of all applicable invoices, receipts and vouchers. No further charges will be allowed.

Application of the Rates

- Should the Identified User rent a unit for seven (7) consecutive days, the total charge will not exceed six (6) times the applicable daily rate. This also applies to the cost of calculating additional weekly charges for miscellaneous rental services. Should the Identified User rent a vehicle exceeding the seven (7) days, the "Weekly Rate" and/or the "Monthly Rate" shall apply.
- Rental periods are defined as follows: Rental Week = Seven (7) Days; Rental Month = Thirty (30) Days. Rental charges for any partial rental periods will be prorated at the most favorable combination of rates to Canada, i.e., a unit rented for a period of 33 days will be calculated at either four (4) weeks plus five (5) days prorated at weekly rate; or monthly rate plus three (3) days prorated at weekly rate; or any other combination or rates; whichever is lower
- The terms and conditions of this Standing Offer will apply to any call-up and resulting contract, even if at the time of reservation or pickup of the rented unit, the Offeror gives the identified user a rate that is lower than the rates that are part of the Standing Offer

FINANCIAL EVALUATION TABLE B1 - ZONE 1 - VANCOUVER ISLAND, BC

Item	Description	Est. Yearly Usage Coefficient	YEAR 1			EXTENSION YEAR 2			EXTENSION YEAR 3		
			Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)	Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)	Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)
A. FORKLIFTS WITHOUT OPERATOR - FIRM RENTAL RATE PER UNIT - FOB OFFEROR POINT - Applicable Taxes excluded 13 items in total (A1 to A13) *Minimum of 5 items required, including mandatory items No. A2 and A6*											
Forklifts - Solid Cushion Tires - Electrics, Gas or Propane - Typical Lifting Capacity (in lbs)											
A1	4,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
A2	6,000 lbs (MANDATORY)	10	\$	\$	\$	\$	\$	\$	\$	\$	\$
A3	8,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
A4	10,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
Forklifts - Pneumatic Tires - Gas or Propane - Typical Lifting Capacity (in lbs)											
A5	4,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
A6	6,000 lbs (MANDATORY)	10	\$	\$	\$	\$	\$	\$	\$	\$	\$
A7	8,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
A8	10,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
Forklifts - Pneumatic tires - 4 x 4 All Terrain - Diesel - Enclosed Cab and Heater - Typical Lifting Capacity (in lbs)											
A9	6,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
A10	8,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$

FINANCIAL EVALUATION TABLE B1 - ZONE 1 - VANCOUVER ISLAND, BC

Item	Description	Est. Yearly Usage Coefficient	YEAR 1			EXTENSION YEAR 2			EXTENSION YEAR 3		
			Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)	Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)	Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)
A11	10,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	

Forklifts - All Terrain 4x4 - Pneumatic tires - Diesel - With enclosed cab and heater, 8 foot spread and 8 foot fork - Typical Lifting Capacity (in lbs)

A12	15,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$
A13	30,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$

B. OTHER LIFTING EQUIPMENTS WITHOUT OPERATOR - FIRM RENTAL RATES FOR ONE UNIT

FOB OFFEROR'S POINT - Applicable Taxes excluded - 14 items in total (B1 to B14): *No minimum number of items required*

Scissor Lifts - Electric - Typical Working Height (in FT)

B1	19 FT	1	\$	\$	\$	\$	\$	\$	\$	\$
B2	26 FT	1	\$	\$	\$	\$	\$	\$	\$	\$
B3	33 FT	1	\$	\$	\$	\$	\$	\$	\$	\$

Scissor Lifts - Rough Terrain 4x4 - Typical Working Height (in FT)

B4	32 FT	1	\$	\$	\$	\$	\$	\$	\$	\$
B5	40 FT	1	\$	\$	\$	\$	\$	\$	\$	\$
B6	50 FT	1	\$	\$	\$	\$	\$	\$	\$	\$

Boom Lifts - Telescopic or articulated - Typical Working Height (in FT)

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FINANCIAL EVALUATION TABLE B1 - ZONE 1 - VANCOUVER ISLAND, BC

Item	Description	Est. Yearly Usage Coefficient	YEAR 1			EXTENSION YEAR 2			EXTENSION YEAR 3					
			Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)	Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)	Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)			
B7	45 FT	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
B8	65 FT	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
B9	86 FT	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
B10	130 FT	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Telehandlers - Typical Lift Capacity (in lbs)														
B11	6,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
B12	8,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
B13	10,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
B14	12,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

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FINANCIAL EVALUATION TABLE B1 - ZONE 1 - VANCOUVER ISLAND, BC

		YEAR 1	EXTENSION YEAR 2	EXTENSION YEAR 3
C. OPTIONAL DELIVERY SERVICES - FIRM DELIVERY RATE PER UNIT (IF AUTHORIZED ON THE CALL-UP)				
FOB DESTINATION (RETURN TRIP) - Applicable Taxes excluded				
Offerors must submit rates for each of the 8 mandatory locations (Items C1 to C8) listed below				
Item	Locations	Est. Yearly Usage Coefficient	1 Unit Return Trip	1 Unit Return Trip
C1	Pat Bay Airport, Sidney BC (MANDATORY)	1	\$	\$
C2	Bay Street Armouries, Victoria BC (MANDATORY)	1	\$	\$
C3	Vanalman Armouries, Saanich, BC (MANDATORY)	1	\$	\$
C4	Naden, Esquimalt BC (MANDATORY)	1	\$	\$
C5	Dockyard, Esquimalt BC (MANDATORY)	1	\$	\$
C6	Rocky Point, Metchosis BC (MANDATORY)	1	\$	\$
C7	Albert Head, Metchosis BC (MANDATORY)	1	\$	\$
C8	Nanaimo, BC (MANDATORY)	1	\$	\$

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FINANCIAL EVALUATION TABLE B1 - ZONE 1 - VANCOUVER ISLAND, BC

		YEAR 1	EXTENSION YEAR 2	EXTENSION YEAR 3
D. MISCELLANEOUS RENTAL SERVICES - FIRM DISCOUNT FOB Offeror's Point - Applicable Taxes excluded				
Item	Description	Est. Yearly Usage Amount	Discount offered	Discount offered
D1	Rental of accessories and other types of rental lifts that are not listed in Sections A and B but that offerors can make available to Government Users under this Standing Offer at the Offeror's published price lists in effect at the time of ordering less a firm percentage discount of ____ %	\$10,000	____ %	____ %

FINANCIAL EVALUATION TABLE B2 - ZONE 2 - BC MAINLAND

Item	Description	Est. Yearly Usage Coefficient	YEAR 1			EXTENSION YEAR 2			EXTENSION YEAR 3		
			Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)	Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)	Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)
A. FORKLIFTS WITHOUT OPERATOR - FIRM RENTAL RATE PER UNIT - FOB OFFEROR POINT - Applicable Taxes excluded 13 items in total (A1 to A13) *Minimum of 5 items required, including mandatory items No. A2 and A6*											
Forklifts - Solid Cushion Tires - Electrics, Gas or Propane - Typical Lifting Capacity (in lbs)											
A1	4,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
A2	6,000 lbs (MANDATORY)	10	\$	\$	\$	\$	\$	\$	\$	\$	\$
A3	8,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
A4	10,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
Forklifts - Pneumatic Tires - Gas or Propane - Typical Lifting Capacity (in lbs)											
A5	4,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
A6	6,000 lbs (MANDATORY)	10	\$	\$	\$	\$	\$	\$	\$	\$	\$
A7	8,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
A8	10,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
Forklifts - Pneumatic tires - 4 x 4 All Terrain - Diesel - Enclosed Cab and Heater - Typical Lifting Capacity (in lbs)											
A9	6,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
A10	8,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$

FINANCIAL EVALUATION TABLE B2 - ZONE 2 - BC MAINLAND

Item	Description	Est. Yearly Usage Coefficient	YEAR 1			EXTENSION YEAR 2			EXTENSION YEAR 3		
			Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)	Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)	Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)
A11	10,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	

Forklifts - All Terrain 4x4 - Pneumatic tires - Diesel - With enclosed cab and heater, 8 foot spread and 8 foot fork - Typical Lifting Capacity (in lbs)

A12	15,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$
A13	30,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$

B. OTHER LIFTING EQUIPMENTS WITHOUT OPERATOR - FIRM RENTAL RATES FOR ONE UNIT

FOB OFFEROR'S POINT - Applicable Taxes excluded - 14 items in total (B1 to B14): *No minimum number of items required*

Scissor Lifts - Electric - Typical Working Height (in FT)

B1	19 FT	1	\$	\$	\$	\$	\$	\$	\$	\$
B2	26 FT	1	\$	\$	\$	\$	\$	\$	\$	\$
B3	33 FT	1	\$	\$	\$	\$	\$	\$	\$	\$

Scissor Lifts - Rough Terrain 4x4 - Typical Working Height (in FT)

B4	32 FT	1	\$	\$	\$	\$	\$	\$	\$	\$
B5	40 FT	1	\$	\$	\$	\$	\$	\$	\$	\$
B6	50 FT	1	\$	\$	\$	\$	\$	\$	\$	\$

Boom Lifts - Telescopic or articulated - Typical Working Height (in FT)

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FINANCIAL EVALUATION TABLE B2 - ZONE 2 - BC MAINLAND

Item	Description	Est. Yearly Usage Coefficient	YEAR 1			EXTENSION YEAR 2			EXTENSION YEAR 3			
			Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)	Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)	Daily Rate (1 unit)	Weekly Rate (1 unit)	Monthly Rate (1 unit)	
B7	45 FT	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
B8	65 FT	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
B9	86 FT	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
B10	130 FT	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Telehandlers - Typical Lift Capacity (in lbs)												
B11	6,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
B12	8,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
B13	10,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
B14	12,000 lbs	1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

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FINANCIAL EVALUATION TABLE B2 - ZONE 2 - BC MAINLAND

		YEAR 1	EXTENSION YEAR 2	EXTENSION YEAR 3	
C. OPTIONAL DELIVERY SERVICES - FIRM DELIVERY RATE PER UNIT (IF AUTHORIZED ON THE CALL-UP)					
FOB DESTINATION (RETURN TRIP) - Applicable Taxes excluded					
Offerors must submit rates for a minimum of 4 of the 6 locations (Items C1 to C6) listed below					
Item	Locations	Est. Yearly Usage Coefficient	1 Unit Return Trip	1 Unit Return Trip	1 Unit Return Trip
C1	Vancouver BC	1	\$	\$	\$
C2	Richmond BC	1	\$	\$	\$
C3	Aldergrove BC	1	\$	\$	\$
C4	Chilliwack BC	1	\$	\$	\$
C5	Kamloops BC	1	\$	\$	\$
C6	Vernon BC	1	\$	\$	\$

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FINANCIAL EVALUATION TABLE B2 - ZONE 2 - BC MAINLAND						
		YEAR 1	EXTENSION YEAR 2	EXTENSION YEAR 3		
D. MISCELLANEOUS RENTAL SERVICES - FIRM DISCOUNT FOB Offeror's Point - Applicable Taxes excluded						
Item	Description	Est. Yearly Usage Amount	Discount offered	Discount offered	Discount offered	Discount offered
D1	Rental of accessories and other types of rental lifts that are not listed in Sections A and B but that offerors can make available to Government Users under this Standing Offer at the Offeror's published price lists in effect at the time of ordering less a firm percentage discount of ____ %	\$10,000	____ %	____ %	____ %	____ %

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CALCULATION OF THE EVALUATED PRICE OF OFFER - EXAMPLES:

Rates used in examples below are for demonstration purposes only. The evaluation of offers received will be based on rates submitted by Offerors. Refer to Section 1.2 of Part 4 for the detailed financial evaluation procedure and mandatory financial evaluation criteria.

Example 1: Rental Rates - Calculation of Extended Total for Item A1

Item	Description	Est. Yearly Usage Amount	YEAR 1			EXTENSION YEAR 2			EXTENSION YEAR 3		
			Daily	Weekly	Monthly	Daily	Weekly	Monthly	Daily	Weekly	Monthly
A1	4,000 lbs	1	\$50.00	\$180.00	\$600.00	\$55.00	\$200.00	\$660.00	\$60.00	\$215.00	\$720.00

Extended Total Item A1 = Est. Yearly Usage Coefficient * [(Sum of Year 1 rates) + (Sum of Extension Year 2 rates) + (Sum of Extension Year 3 rate)] = 1 * [(\$50 + \$180 + \$600) + (\$55 + \$200 + \$660) + (\$60 + \$215 + \$720)] = 1 * [(\$830) + (\$915) + (\$995)] = \$2,740

Example 2: Delivery Rates - Calculation of Extended Total for Item C1 (Zone 1)

Item	Locations	Est. Yearly Usage Coefficient	YEAR 1			EXTENSION YEAR 2			EXTENSION YEAR 3		
			1 Unit Return Trip								
C1	Pat Bay Airport, Sidney BC (MANDATORY)	1	\$100.00	\$110.00	\$120.00	\$100.00	\$110.00	\$120.00	\$100.00	\$110.00	\$120.00

Extended Total for Item C1 (Zone 1) = Estimated Yearly Usage Coefficient * [(Year 1 Rate) + (Year 2 Rate) + (Year 3 rate)] = 1 * [\$100 + \$110 + \$120] = \$330

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Example 3: Discount offered on miscellaneous rental services - Calculation of Extended Total for Item D1

Item	Description	Est. Yearly Usage Amount	YEAR 1		EXTENSION YEAR 2		EXTENSION YEAR 3	
			Discount offered	Discount offered	Discount offered	Discount offered		
D1	Rental accessories and other types of rental lifts [...] at the Offeror's published price lists in effect at the time of ordering less a firm percentage discount of _____%	\$10,000	10%				10%	

With an estimated yearly usage amount (\$ usage) of \$10,000 and a discount percentage offered of 10% (0.10) each year, the extended total for Item D1 is

$$= [(\$ \text{usage} * (1 - \text{Discount Year 1})) + [(\$ \text{usage} * (1 - \text{Discount Year 2})) + [(\$ \text{usage} * (1 - \text{Discount Year 3})]$$

$$= [\$10,000 * (1 - 0.10)] + [\$10,000 * (1 - 0.10)] + [\$10,000 * (1 - 0.10)] = \$27,000$$

ANNEX C - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

- I. The Offeror 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.
- II. 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 Offeror'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 Offeror.
 - (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 Offeror and/or arising out of operations that have been completed by the Offeror.
 - (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 (SIB) 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 Offerors' Protective Liability: Covers the damages that the Offeror becomes legally obligated to pay arising out of the operations of a subofferor.
 - (m) Non -Owned Automobile Liability - Coverage for suits against the Offeror resulting from the use of hired or non-owned vehicles.
 - (n) 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.

For the province of Quebec, send to:

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Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
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 Offeror'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 Offeror'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.

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ANNEX D - STANDING OFFER REPORTING FORMAT

STANDING OFFER USAGE REPORT		STANDING OFFER No. _____		
REPORTING PERIOD: from _____ to _____				
OFFEROR: _____		<input type="checkbox"/> ZONE 1 - Vancouver Island BC		
Contact Name: _____		<input type="checkbox"/> ZONE 2 - BC Mainland		
Telephone: _____				
Email address: _____				
#	Description of Rental Services	Total number of units rented during the reporting period	Average Rental Period per unit	Total Rental Charges for the reporting period (Applicable Taxes excluded)
A. FORKLIFTS WITHOUT OPERATOR				
Forklifts - Solid Cushion Tires - Electric, Gas or Propane - Typical Lifting Capacity (in lbs.)				
A1	4,000 lbs			\$
A2	6,000 lbs			\$
A3	8,000 lbs			\$
A4	10,000 lbs			\$
Forklifts - Pneumatic Tires - Gas or Propane - Typical Lifting Capacity (in lbs.)				
A5	4,000 lbs			\$
A6	6,000 lbs			\$
A7	8,000 lbs			\$
A8	10,000 lbs			\$
Forklifts - Pneumatic Tires - 4 X 4 All Terrain - Diesel - with Enclosed Cab and Heater - Typical Lifting Capacity (in lbs.)				
A9	6,000 lbs			\$
A10	8,000 lbs			\$
A11	10,000 lbs			\$
All Terrain 4x4 Forklifts - Pneumatic Tires - Diesel - with Enclosed cab and heater - 8 foot spread and 8 foot fork - Typical Lifting Capacity (in lbs.)				
A12	15,000 lbs			\$

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STANDING OFFER USAGE REPORT		STANDING OFFER No. _____		
REPORTING PERIOD: from _____ to _____				
OFFEROR:	_____	<input type="checkbox"/>	ZONE 1 - Vancouver Island BC	
Contact Name:	_____	<input type="checkbox"/>	ZONE 2 - BC Mainland	
Telephone:	_____			
Email address:	_____			
#	Description of Rental Services	Total number of units rented during the reporting period	Average Rental Period per unit	Total Rental Charges for the reporting period (Applicable Taxes excluded)
A13	30,000 lbs			\$
B. OTHER LIFTING EQUIPMENTS WITHOUT OPERATOR				
Scissor Lifts - Electric - Typical Working Height (in FT)				
B1	19 FT			\$
B2	26 FT			\$
B3	33 FT			\$
Scissor Lifts - Rough Terrain 4x4 - Typical Working Height (in FT)				
B4	32 FT			\$
B5	40 FT			\$
B6	50 FT			\$
Boom Lifts - Telescopic or articulated - Typical Working Height (in FT)				
B7	45 FT			\$
B8	65 FT			\$
B9	86 FT			\$
B10	130 FT			\$
Telehandlers - Typical Lift Capacity (in lbs)				
B11	6,000 lbs			\$
B12	8,000 lbs			\$

STANDING OFFER USAGE REPORT		STANDING OFFER No. _____		
REPORTING PERIOD: from _____ to _____				
OFFEROR: _____		<input type="checkbox"/> ZONE 1 - Vancouver Island BC		
Contact Name: _____		<input type="checkbox"/> ZONE 2 - BC Mainland		
Telephone: _____				
Email address: _____				
#	Description of Rental Services	Total number of units rented during the reporting period	Average Rental Period per unit	Total Rental Charges for the reporting period (Applicable Taxes excluded)
B13	10,000 lbs			\$
B14	12,000 lbs			\$
C. OPTIONAL DELIVERY SERVICES (Zone 1)		Total Number of deliveries (return trips)		
C1	Pat Bay Airport, Sidney BC			\$
C2	Bay Street Armouries, Victoria BC			\$
C3	Vanalman Armouries, Saanich, BC			\$
C4	Naden, Esquimalt BC			\$
C5	Dockyard, Esquimalt BC			\$
C6	Rocky Point, Metchosin BC			\$
C7	Albert Head, Metchosin BC			\$
C8	Nanaimo, BC			\$
	Other: (Offeror to specify) <i>Example: Drop-off To & Pick-up From Comox, BC</i>	2		\$250.00
C. OPTIONAL DELIVERY SERVICES (Zone 2)		Total Number of deliveries (return trips)		
C1	Vancouver BC			\$
C2	Richmond BC			\$
C3	Aldergrove BC			\$

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STANDING OFFER USAGE REPORT		STANDING OFFER No. _____				
REPORTING PERIOD: from _____ to _____						
OFFEROR: _____		<input type="checkbox"/> ZONE 1 - Vancouver Island BC				
Contact Name: _____		<input type="checkbox"/> ZONE 2 - BC Mainland				
Telephone: _____						
Email address: _____						
#	Description of Rental Services	Total number of units rented during the reporting period	Average Rental Period per unit	Total Rental Charges for the reporting period (Applicable Taxes excluded)		
C4	Chilliwack BC			\$		
C5	Kamloops BC			\$		
C6	Vernon BC			\$		
	Other: (Offeror to specify) <i>Example: Pick-up&Drop-off to /from (return trip) Prince Rupert BC</i>	1		\$250.00		
D. MISCELLANEOUS RENTAL SERVICES NOT LISTED UNDER SECTIONS A. AND B.						
<i>The total amount of miscellaneous rental items must not exceed 25% of the total value of each individual call-up. The offeror must describe the type of services provided under this category.</i>						
#	Description	Published Price before Offeror discount	Unit	Qty	Firm Discount %	Extended Total
	<i>Example : 2,000 lbs Electric forklift 1 unit - 5 days @ \$50/day less 20% standing offer discount</i>	\$50/day	day	5	20%	\$200.00
Total usage amount for the reporting period (HST and other applicable taxes extra)						\$

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

E6VIC-130001/A

vic246

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

E6VIC-130001

VIC-1-34328

ANNEXE E - RENTAL EQUIPMENT INSPECTION CHECK LIST

This form must be dated and signed by each party upon delivery to Canada, and when the vehicle is returned to the Offeror.

Location: _____

Date Delivered: _____ Date: Returned: _____

Make/Model/Colour/VIN: _____

Unit Number: _____ Licence Number: _____

Date : _____

Received by Signature: _____

Delivered by: _____ Picked up By: _____

Inspected by: _____

Item	Description	Acceptable	Unacceptable	Defects
Visual inspection				
1	Tires			
2	Radiator			
3	Battery			
4	Hydraulic Oil / Hoses and Lines / Security			
5	Engine Oil			
6	Drive Belts			
7	Overall condition of vehicle			
8	Check engine compartment for leaks			
9	Fuel check - Gas/Diesel/Propane			
10	Discuss forklift/rental equipment capacities			
11	Safety Equipment Utilized			
Starting Procedures				
12	Transmission Shift lever in neutral			
13	Parking Brake On			
14	Ignition Switch to Start			
15	Check Gauges normal operations			
16	Allows Engine Warm up			
17	Check lights / Horn			

Solicitation No. - N° de l'invitation

E6VIC-130001/A

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

E6VIC-130001

File No. - N° du dossier

VIC-1-34328

CCC No./N° CCC - FMS No./N° VME

Item	Description	Acceptable	Unacceptable	Defects
18	Panel Lights			
19	Head Lights			
20	Horn			
21	Rotating Beacon			
22	Check Park Brake Operation			
23	Check Brakes			
24	Check Transmission FWD/Reverse			
25	Propane			
Functional Checks				
26	Tilt Lever - FWD/AFT			
27	Use of Slip Clutch			
28	Hoist Lever - Raise/Lower			
29	Boom Operation - Smooth Operation			
30	Carriage Operation - Left/Right			
31	Fork Operations - Spread Out/In			
32	Steering			

GENERAL COMMENTS -

Please use space below to note below any damage or defects identified with rental equipment:
