

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
PWGSC/TPSGC Acquisitions  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1  
Bid Fax: (506) 851-6759

|  |  |
|--|--|
| <b>Title - Sujet</b><br>Rental - Front End Loaders   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W0501-140031/A   | <b>Date</b><br>2014-01-25                                      |
| <b>Client Reference No. - N° de référence du client</b><br>W0501-140031  | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$MCT-011-4784 |
| <b>File No. - N° de dossier</b><br>MCT-3-36130 (011)   | <b>CCC No./N° CCC - FMS No./N° VME</b>                         |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2014-03-10</b>   |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Atlantic Daylight Saving<br>Time ADT  |  |
| <b>Delivery Required - Livraison exigée</b><br>See Herein  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Sharpe, Charlene A.   | <b>Buyer Id - Id de l'acheteur</b><br>mct011                   |
| <b>Telephone No. - N° de téléphone</b><br>(506)851-3467 ( )  | <b>FAX No. - N° de FAX</b><br>(506)851-6759                    |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATIONAL DEFENCE<br>LPO SECTION BLDG B-10<br>PO BOX 17000 STN FORCES<br>OROMOCTO<br>New Brunswick<br>E2V4J5<br>Canada |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.  |  |

**Request For a Standing Offer**  
**Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
NB / PEI Division - Moncton Acquisitions Office  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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mct011

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work and the Basis of Payment.

### **2. Summary**

Requesting a Regional Individual Standing Offer for the rental of front end loaders, as per attached Statement of Work, Annex A, to the Department of National Defence, the Technical Services Transportation Company at 5 Canadian Division Support Base (5 CDSB) Gagetown in Oromocto, New Brunswick on an "as and when requested" basis upon demand of the Service Site Authority for the period from April 1, 2014 to March 31, 2015 with the option to extend for two additional one year periods.

Offerors must submit a list of names, or other related information as needed, 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 Request for Standing Offers (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).

### 3. Debriefings

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

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (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.

#### 1.1 SACC Manual Clauses

| SACC Reference | Section | Date       |
|----------------|---------|------------|
| C9000T         | Pricing | 2010/08/16 |

### 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.

Due to the nature of the Request for Standing Offers, **transmission of offers by electronic mail to PWGSC will not be accepted.**

### 3. Former Public Servant

#### Former Public Servant - Competitive Requirements

Contracts awarded to 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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information.

Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

## Definitions

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the 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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

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

## Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*(Derived from - Provenant de: M3025T, 2013/11/06 )*

#### **4. Enquiries - Request for Standing Offers**

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### **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 New Brunswick.

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

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### **1. Offer Preparation Instructions**

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

- Section I:      Technical Offer (1 hard copy)  
 Section II:     Financial Offer (1 hard copy)  
 Section III:    Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

. To assist Canada in reaching its objectives, offerors should:

- 1)      use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2)      use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I:      Technical Offer**

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

### **Section II:     Financial Offer**

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

### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

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

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

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

### Section III: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 1.1. Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

To be considered responsive, a bid must meet all of the mandatory requirements of this solicitation. Bids not meeting all of the mandatory requirements will be given no further consideration.

#### 1.2 Financial Evaluation

See Basis of Payment, Annex B.

| SACC Reference | Section             | Date       |
|----------------|---------------------|------------|
| M0220T         | Evaluation of Price | 2013/04/25 |

### 2. Basis of Selection

It is anticipated one standing offer will be recommended for use as a result of this solicitation.

| SACC Reference | Section            | Date       |
|----------------|--------------------|------------|
| M0031T         | Basis of Selection | 2007/05/25 |

## 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 request 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [HRSDC-Labour's website](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

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

#### **2. Standard Clauses and Conditions**

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

#### **2.1 General Conditions**

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

### **3. Term of Standing Offer**

#### **3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from April 1, 2014 to March 31, 2015.

#### **3.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional periods one year each, from April 1, 2015 to March 31, 2016 and from April 1, 2016 to March 31, 2017 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 ten (10) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

*(Derived from - Provenant de: M9014C, 2008/05/12 )*

### **4. Authorities**

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

The Standing Offer Authority is:

Charlene Sharpe  
Acting Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
1045 Main Street, Unit 108  
Moncton, NB E1C 1H1  
Telephone: 506-851-3467  
Facsimile: 506-851-6759  
E-Mail: Charlene.Sharpe@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### **4.2 Project Authority**

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

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

**4.3 Offeror's Representative** *Offerors are to provide the following information:*

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

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

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

E-mail address: \_\_\_\_\_

**5. 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.

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

**6. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is:

Minister of National Defence  
Transport Company  
5 Canadian Division Support Base Gagetown  
Oromocto, New Brunswick

**7. Call-up Instrument**

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

**8. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Applicable Taxes included).

**9. Financial Limitation - Total**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$114,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer

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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.

*(Derived from - Provenant de: M4506C, 2013/04/25 )*

## 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012/11/19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2013/06/27), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment; and
- g) the Offeror's offer dated \_\_\_\_\_

## 11. Certifications

### 11.1 Compliance

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

## 12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

## B. RESULTING CONTRACT CLAUSES

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The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

## **1. Statement of Work**

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

## **2. Standard Clauses and Conditions**

### **2.1 General Conditions**

2010C (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.

## **3. Term of Contract**

### **3.1 Delivery Date**

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

## **4. 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.

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

## **5. Payment**

### **5.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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.

*(Derived from - Provenant de: C0207C, 2013/04/25 )*

**5.2 Limitation of Price**

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

**5.3 SACC Manual Clauses**

| <b>SACC Reference</b> | <b>Section</b>                                | <b>Date</b> |
|-----------------------|---|-------------|
| A9117C                | T1204 - Direct Request by Customer Department | 2007/11/30  |
| H1001C                | Multiple Payments                             | 2008/05/12  |

**5.4 Payment by Credit Card**

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

**6. 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.

*(Derived from - Provenant de: H5001C, 2008/12/12 )*

**7. SACC Manual Clauses**

| <b>SACC Reference</b> | <b>Section</b>                   | <b>Date</b> |
|-----------------------|----------------------------------|-------------|
| A9062C                | Canadian Forces Site Regulations | 2011/05/16  |
| B7500C                | Excess Goods                     | 2006/06/16  |
| G1005C                | Insurance                        | 2008/05/12  |

## ANNEX A

### STATEMENT OF WORK

Up to 2 x Front End Loaders (FEL) 4x4 - with a min. of 120 hp and a max of 144 hp, bucket cap. of 2 - 3.5 cu yd. (must have capability of summer or winter buckets), 9 - 10 foot dump clearance, upon request fork attachments equivalent to 6 or 8 feet in length. Vehicles must have:

- (i) Sufficient light front and rear for night work;
- (ii) Rotating yellow and or blue beacon lights;
- (iii) Turn signal lights;
- (iv) Cab on chassis;
- (v) Slow moving vehicle triangular sign must be on equipment, displayed at the rear of the vehicle.
- (vi) Must come with spare EIS parts (i.e. spare bucket teeth, pins and grease nipples)
- (vii) Must include a chart or notice if equipment requires special fluids. (i.e. synthetic oils)

#### RESPONSIBILITY PRIOR TO ACCEPTANCE OF STANDING OFFER:

- (i) Conducting a visual inspection of equipment (all equipment must be made available) in accordance with (IAW) the Request For a Standing Offer, with an authorized representative of the contractor and a member of the Department of National Defence (DND);
- (ii) Recording the condition of the equipment to be inspected (i.e.: Condition of equipment, interior, complete visual outside inspection and ensuring all safety conditions are met IAW the Provincial Safety Standards) which must meet our requirements; and
- (iii) Preparing a written report to be submitted to Public Works Government Services Canada (PWGSC) on the condition and if the equipment meets the Crowns needs.

#### REQUISITION FOR A STANDING OFFER AGREEMENT:

1. For the rental of up to 2 x FEL's demand of the Service Site Authority as stated herein, with a minimum of 24 hrs notice, on an as/when requested basis. The vehicles will/could be used in the confines of the training area, on the main hard standing roads, which range from past Range Control or any entrance to the training area, including the entrance to the Petersville hardstand area.
2. DND will supply operators, fuel and daily routine servicing, which includes adding oil/lubricants (contractor to supply maintenance manuals for servicing), checking tire pressure and coolant levels and return to the contractor, all vehicle parts replaced, including damaged or worn tires, if requested by the contractor.

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3. Upon termination of the call-up DND will have all equipment fuelled and cleaned prior to acceptance. The contractor is to ensure a visual inspection by the contractor and an authorized representative of the Crown is completed and signed.
  4. A 24-hour, 7-day week, equipment breakdown telephone service number and contact shall be provided for immediate authorization for repairs/replacement of unserviceable equipment. Any down time, due to breakdown, accident or equipment failure will not be considered in the computation of rental time.
  5. Equipment to be supplied without operator.
  6. Where possible, details on the duration of individual rental transactions will be confirmed at the time of call-up against the SO. Dates provided with each call-up will be tentative due to unforeseen activities or commitments; therefore, the contractor will invoice accordingly to actuate timings of a call-up.
  7. Each call-up shall specify the number and type of vehicles to be supplied and shall provide terms and conditions, which permit hire on a daily, weekly and monthly and hourly (176 hours per month as recognized by the industry) basis. All vehicles shall be subject to acceptance by the Officer Commanding (OC) Technical Services Transportation Company (Tech Svcs Tn Coy) or his authorized representative before a call-up is made.
  8. Contractual obligation will come in force only if there is an authorized call-up against the SO agreement from the 5 CDSB Gagetown Tn Coy personnel. Any other call-up not authorized by the stated representatives herein, will not be the responsibility of the Crown, DND or OC Tech Svcs Tn Coy or his/her authorized representatives.
  9. Contact point for 5 CDSB Gagetown is Finance Cell, phone: (506) 422-2000 exts 2991/1631.
  10. Contractor must provide a local after hours telephone number to be utilized in the event of cancellation or emergency requests.
  11. Must provide unlimited mileage/kilometres. and/or hours
  12. CANCELLATION FEE: Notwithstanding anything contained in the call-up, the Minister reserves the right to terminate the call-up or change the requirements with respect to the vehicle(s) at any time, without penalty, within 12 hours notice of call-up.
  13. Invoices must be received within 15 days upon completion of call-up.
  14. INSURANCE: The Management of risk for Mobile Support Equipment (MSE) hired by DND and operated by its personnel shall be governed by the general principle that the Government of Canada self underwrites these risks to which it alone is exposed and over which it generally has control. Consequently, the preferred approach when hiring of MSE is for DND to assume all responsibility for the loss or damage to the hired equipment when the Department and/or its personnel is at fault or negligent. The department shall assume all responsibility for Liability to third parties (i.e. bodily injury and property damage) and all sums which DND and/or its personnel become legally obligated to pay as damage.
  15. Vehicles must not be more than four (4) years old.

**RESPONSIBILITY OF CONTRACTOR:**

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16. It is the responsibility of the contractor to deliver upon call-up and pick-up upon termination of the call-up (FOB), within a 120 Km radius of Building K10, 5 CDSB Gagetown, when notified by the OC Tech Svcs Tn Coy or his/her authorized representative. However, if a requirement is needed to have equipment picked up at the contractor's plant, it is DND employee member(s) responsibility to pickup/return to contractor's plant and performs a visual inspection (along with a representative of the contractor) of the equipment.

**17. CALL-UP ACCEPTANCE BY DND FROM THE CONTRACTOR:**

- a. Call-up equipment will be fuelled and have both interior and exterior of equipment thoroughly cleaned to ensure a proper inspection.
- b. Ensure vehicle registration and fleet insurance is up-to-date and in the vehicle and that vehicle licensing, permits or exemptions are enforced and in place.
- c. Ensure that a visual inspection is completed and signed both by representatives of the contractor and the Crown on the condition of the vehicle.
- d. The vehicle(s) supplied must meet the provisions of the Canada Safety Act and Government Motor Vehicle specifications. All original manufacturers' components along with attachments must be in working order.
- e. Contractor must be available to change damaged tires on job site as required.

18. The contractor will carry out oil filter changes; provide vehicle lubricants, filters and any warranty maintenance as required. Warranty servicing shall mean the supply of parts normally provided by the manufacturer's warranty, together with the labour necessary to install such parts. The warranty shall, in no case, cover a period of less than 12 months. The Warranty service as outlined herein shall be made available at any dealer for the make of vehicle leased within Canada. The contractor will be responsible for any warranty or maintenance required within a 12 hours notice.

19. If call-up equipment does not meet the standards set within, the call-up shall be cancelled with no service/rental or delivery charge.

20. The contractor will ensure equipment provided would meet our needs to the end of the call-up or a suitable replacement (at no extra cost to DND) will be provided to complete the call-up.

21. The contractor should be aware that potential drivers may be under the age of 25, however, they will be members of the Regular or Reserve Force of the Canadian Forces or Department of National Defence Civilian employees and will be qualified to operate this equipment in accordance to DND policies and regulations. Provisions will be made for this in the rental agreement.

22. It is understood and agreed that the Crown is responsible for the loss and damage to the vehicle supplied under any resulting call-up to this SO incurred during the lease period if caused or contributed to by the negligence or carelessness of employees, Officers or agents of the Crown and recorded to the extent that the loss or damage is not the result of normal wear and tear or an Act Of God, under this SO. Damage incurred to the vehicle between the time of delivery from the contractor and the time the vehicle is returned (end of lease) will be the responsibility of the contractor. The Crown will under write loss of damage due to theft but not due to the negligence of the contractor.

23. Claims against the Crown will be considered when damages to the rental equipment are caused by negligence (lack of proper care and attention to normal operating duties performed while operating the equipment) of DND acting within the scope of his/her duties.

24. The contractor shall respond to a servicing or repair request within 4 hours and if a breakdown, equipment failure or if unserviceable due to an accident, and is expected to exceed 4 hours; the contractor will provide, at no expense to DND, a substitute vehicle of equal or greater value. Excess damage incurred will be the responsibility of DND. Repairs will be made IAW the standards set down by DND. The Crown, DND or the OC Tech Svcs Tn Coy or his authorized representatives will not pay for downtime resulting from actuating repairs, processing the appropriate correspondence or from any other direct or indirect results of damage(s) to hired equipment. Therefore, it behoves all concerned, including the contractor to do everything possible to expedite whatever action(s) is/are required rendering the hired equipment serviceable again. It is the responsibility of the contractor to invoice only actuated repairs, which must accompany the request for payment. Repair work must be of comparable quality and of contractor standard. The Crown shall be given the opportunity, if so desires, to obtain its own estimate through a third party on the identified repairs, in order to validate the contractor's estimate. There will be no administrative fees added to the repairs or cost of repairs/labour. The PWGSC Contracting Authority and the Senior Claims Analyst will resolve disagreements.

25. All charges for the call-up equipment will cease when OC Tech Svcs Tn Coy or his/her authorized representative notifies the contractor the call-up is terminated.

26. The SO rates are determined based on the fact that the rented vehicle/equipment will be returned with normal wear and tear. A copy of a completed-signed work sheet must accompany claims submitted. The Crown will be accountable for any damages that are considered in excess of the normal wear and tear. For the purpose of this SO, normal wear and tear is defined as follows: The amount of deterioration, which can be expected over the term of the SO, will include:

- (i) Scratches due to normal operation of FEL as recognized by the construction contractor;
- (ii) Paint chips and minor scratches that do not extend to the base metal and minor scratches.
- (iii) Frayed or stretched emergency brake cables;
- (iv) Interior wear of vehicles, not including holes, burns or tears of interior surfaces;
- (v) Tire wear and damage down to but not below provincial safety standards;
- (vi) Removal of decals or signage and any resultant paint repairs will be considered outside the definition of normal wear and tear and therefore will be chargeable as a repair.
- (vii) All original manufacturer's components of the vehicle must be in working condition.
- (viii) Metal fatigue, i.e. breaks at welds, broken spring hinges, etc;
- (ix) Teeth caps worn due to normal wear and tear, replacement of pins and wash locks; and

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- (x) Contractor to supply one spare set of teeth/cutting edge upon call-up request.
27. Failure to supply more than five call-ups may render withdrawal of Standing Offer.
28. All inquiries wrt to hired vehicles shall be directed to OC Tech Svcs Tn Coy or the authorized representatives of Tn Coy.
29. Billing periods for a month are considered to be on a 28-day cycle commencing on the date of call-up.
30. Contractor to have the capability of a one-hour emergency response time.

**DAMAGE ACCEPTANCE CLAUSE:**

31. Once a contractor is notified of a rental return, it is the contractors' responsibility to pickup the equipment from Tech Svcs Tpt Coy, Gagetown. The contractor should be aware that DND, the Crown, Tech Svcs Tpt Coy is not responsible for the equipment once the contractor is notified of the termination of the call-up; therefore, the contractor should make every effort to have their equipment removed 5 CDSB Gagetown as soon as possible. It will be the responsibility of the contractor to ensure a proper return inspection is completed before the equipment leaves Tech Svcs Tpt Coy. The steps that need to be adhered to when delivering/returning a vehicle are as follows:

- a. The contractor and Tn Rep will do a visual inspection of both the exterior and interior of the equipment. If there is damage to the equipment, it shall be agreed upon, by both the representative of the Crown and the authorized representative of the contractor on the extent of damage and what the damage is. This will be annotated by the representative of the Crown and the authorized representative of the contractor on the inspection sheet.
- b. If there is extensive damage, such as dents, missing parts, scratches that do extend to the base metal or suspect damage that is identified when the vehicle is returned, a representative of Tech Svcs Tpt Coy Safety Section will be notified. A safety report will be completed and put on file along with an investigation that will be conducted by the Safety representative.
- c. The contractor must be aware that once the equipment leaves Tech Svcs Tpt Coy Gagetown and the contractor's representative accepts the vehicle without annotating damage to the equipment, there will be no claim made against Tech Svcs Tpt Coy, the Crown or DND.
- d. A signature will be required on the inspection sheet from the crown and the contractor's representative of the accepted condition of the equipment.

**ANNEX B****BASIS OF PAYMENT**

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

|   | Est. Qty | Unit Price | U. of I. | Amount |
|---|----------|------------|----------|--------|
| <b>April 1, 2014 to March 31, 2015</b>                |          |            |          |        |
| 1. Daily rate   | 5        | \$         | /day     | \$     |
| 2. Weekly rate  | 5        | \$         | /week    | \$     |
| 3. Monthly rate                                       | 7        | \$         | /month   | \$     |
| <b>April 1, 2015 to March 31, 2016</b>                |          |            |          |        |
| 4. Daily rate   | 5        | \$         | /day     | \$     |
| 5. Weekly rate  | 5        | \$         | /week    | \$     |
| 6. Monthly rate                                       | 7        | \$         | /month   | \$     |
| <b>April 1, 2016 to March 31, 2017</b>                |          |            |          |        |
| 7. Daily rate   | 5        | \$         | /day     | \$     |
| 8. Weekly rate  | 5        | \$         | /week    | \$     |
| 9. Monthly rate                                       | 7        | \$         | /month   | \$     |
| Total for evaluation purposes only (add lines 1 to 9) |          |            |          | \$     |

**Special Notes:**

- 1) Complete only as requested in the table.
- 2) Est. Qty x Unit price = Amount ( Perform this task for lines 1 to 9)
- 3) Definitions: One (1) day = 24 hours  
                   One (1) week = Seven (7) days  
                   One (1) month = 28 days

**Hourly rates\*:**

1. Hourly Rate (April 1, 2014 to March 31, 2015)                   \$ \_\_\_\_\_/hour
2. Hourly Rate (April 1, 2015 to March 31, 2016)               \$ \_\_\_\_\_/hour
3. Hourly Rate (April 1, 2016 to March 31, 2017)               \$ \_\_\_\_\_/hour

\* Hourly overtime rate will be charged when meter reading exceeds 176 hours per month.

**Cancellation Fee\* (if applicable):**

For vehicles cancelled within 12 hours before pick-up   \$ \_\_\_\_\_

\* Not evaluated when issuing Standing Offers.