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W0501-140034/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct011

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

W0501-140034

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MCT-3-36133

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1. Introduction

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

- 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 various forklifts, 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 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>).

. 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) available from [HRSDC-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](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

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.

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 \$5,000.00 (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 \$43,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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

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

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mct011

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File No. - N° du dossier

MCT-3-36133

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5.3 SACC Manual Clauses

SACC Reference	Section	Date
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

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

ANNEX A

STATEMENT OF WORK

Item 1: Up to two (2) x 6,000/8,000 or 10,000 lb rough terrain forklifts (RTFL), 4 wheel drive, capacity of 24 inch load centre, cab, heater, wipers and lights and back-up warning devices. Must be 4-wheel drive. Max 90" collapsible mass height. Min. reach 130". Equipment is to be used in warehouses both indoors and outdoors. The vehicles will/may be used in the confines of the training area, which range from past Range Control or any entrance to the training area, including the entrance to the Petersville hardstand area.

Item 2: Up to two (2) x 6,000 -10,000 RTFL Zoom Boom - forklift with extendable boom. Equipment is to be used in warehouses both indoors and outdoors.

Item 3: Up to two (2) x 6,000 or 8,000 forklifts as follows: Electric motor driven forklift complete with battery charger or diesel\propane\regular engine driven forklift with a capacity of 24-inch load centre, lights and backup warning system Max 90" collapsible mass height with a min. reach 130". Equipment is to be used in warehouses both indoors and outdoors. These vehicles will not be used in the training area.

RESPONSIBILITY PRIOR TO ACCEPTANCE OF CALL-UP AGAINST THE STANDING OFFER (SO):

- (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 industry and a member of the renting Department and/or Agency;
- (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.

PERFORMANCE SPECIFICATIONS:

1. Most requirements will be on a casual basis, not a long-term lease with a maximum response time of twelve (12) hours. Exceptions to this may occur, and where applicable the contractor will be advised. Rentals will be required on a short term basis as the Crown may not be able to forecast vehicle requirements. The contractor is to supply a confirmation number for vehicles ordered. Requirements will be passed as quickly as possible to the contractor. Contractor shall inform the renter/lessee of availability no later than 13:30 hrs on the last working day prior, to vehicle being required.

2. The Crown will supply operators, fuel and daily routine servicing, which includes adding oil, if required, fuel, tire pressure and coolant levels and return to the contractor, all vehicle parts replaced, including damaged or worn tires if requested by the contractor industry. Upon termination of the call-up the Crown will have all equipment fuelled and cleaned prior to acceptance of the contractor industry.

3. 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 downtime, due to breakdown, accident or equipment failure will not be considered in the computation of rental time.

-
4. Equipment to be supplied without operator. Where applicable, all equipment leased is to be supplied with a full tank of fuel at the commencement of each rental period. Tanks are to be topped up at the lessee's expense upon completion of each rental.
 5. 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 actuated timings of a call-up.
 6. 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 basis. All vehicles shall be subject to acceptance by the authorized representative before a call-up is made.
 7. Contractual obligation will come in force only if there is an authorized call-up against the SO agreement from the authorized Crown representative. Any other call-up not authorized by the authorized representative will not be the responsibility of the Crown, or the authorized representatives.
 8. Point of Contact will be provided with each call-up against a standing offer document.
 9. Contractor must provide a local after hours telephone number to be utilized in the event of cancellation or emergency requests.
 10. Must provide unlimited mileage/kilometers.
 11. 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.
 12. Two copies of Invoices must be received within 15 days upon completion of call-up by the authorized representative as indicated on the call up document.
 13. Vehicles must be in first class condition to meet all Provincial requirements. Vehicles must not be more than five (5) years old.

RESPONSIBILITY OF CONTRACTOR:

14. 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, 3ASG/ASU Gagetown, when notified by the OC Tech Svcs Tn Coy or OC's authorized representative. If a requirement is needed to have equipment picked up at the contractors location it is the member(s) responsibility to pickup, perform a visual inspection of the equipment and upon completion of the call-up return the equipment and complete a detail inspection of the equipment at the industry
15. Call-up Acceptance by the Crown 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 must be in working order.
- e. Ensure all vehicles are supplied on request a spare propane tank or extension forks, at no additional cost to DND.
16. The contractor will carry out oil filter changes and provide vehicle lubricants and filters as required 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.
17. If call-up equipment does not meet the standards set within, the call-up shall be cancelled with no service/rental or delivery charge.
18. 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 the Crown) will be provided to complete the call-up.
19. The contractor should be aware that potential drivers may be under the age of 25, however, they will be Crown employees and will be qualified to operate in accordance to Crown policies and regulations. Provisions will be made for this in the rental agreement.
20. The management of risk for Mobile Support Equipment (MSE) rented/leased by DND and operated by Department 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 MSE is for DND to assume all responsibility for loss or damage to the hired MSE. When Department and or its personnel are at fault or negligent, it will assume all responsibility to third parties (i. e. Bodily injury and property damage) and all sums which Department of National Defence and or its personnel become legally obligated to pay as damage.
21. 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. The Crown will under write loss of damage due to theft but not due to the negligence of the lessor.
22. 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 Crown employee acting within the scope of his/her duties.
23. 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 the Crown, a substitute vehicle of equal or greater value. Excess damage incurred will be the responsibility of the Crown. Repairs will be made IAW the standards set down by the Crown. The Crown or the authorized representative 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 industry 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 contractors estimate. There will be no administrative fees added to the repairs or cost of repairs/labor. The PWGSC Contracting Authority and the Senior Claims Analyst will resolve disagreements.

24. All charges for the call-up equipment will cease when the authorized representative notifies the contractor the call-up is terminated.

25. 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) Paint chips, minor scratches that do not extend to the base metal and minor scratches, including dents and/or scratches inside the beds of trucks, less than 2 inches is considered normal wear and tear.
- (ii) Paint chips caused by stone thrown by the wheels of the vehicle(s);
- (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 manufactures components of the vehicle must be in working condition.
- (viii) Expendable parts such as windshield wipers are the responsibility of the contractor for replacement as required.

26. Failure to supply more than five call-ups may render a withdrawal of authority to call-up against the Standing Offer.

27. All inquiries with regard to hired vehicles shall be directed to the authorized representatives of the Crown.

28. Billing periods for a month are considered to be on a 28-day cycle commencing on the date of call-up.

29. Contractor to have the capability of a one (1) hour emergency response time.

DAMAGE ACCEPTANCE CLAUSE:

30. 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 from 5 CDSG/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 : _____

Item 1: 6,000/8,000/10,000 Rough Terrain Forklift (RTFL)

	Est. Qty	Unit Price	U. of I.	Amount
April 1, 2014 to March 31, 2015				
1. Daily rate	20	\$	/day	\$
2. Weekly rate	15	\$	/week	\$
3. Monthly rate	12	\$	/month	\$
April 1, 2015 to March 31, 2016				
4. Daily rate	20	\$	/day	\$
5. Weekly rate	15	\$	/week	\$
6. Monthly rate	12	\$	/month	\$
April 1, 2016 to March 31, 2017				
7. Daily rate	20	\$	/day	\$
8. Weekly rate	15	\$	/week	\$
9. Monthly rate	12	\$	/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

Cancellation Fee (if applicable):**

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

Solicitation No. - N° de l'invitation

W0501-140034/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36133

Buyer ID - Id de l'acheteur

mct011

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

W0501-140034

CCC No./N° CCC - FMS No/ N° VME

* Not evaluated when issuing Standing Offers.

Company Name : _____

Item 2: Forklift 6,000 - 10,000 Zoom Boom

	Est. Qty	Unit Price	U. of I.	Amount
April 1, 2014 to March 31, 2015				
1. Daily rate	20	\$	/day	\$
2. Weekly rate	15	\$	/week	\$
3. Monthly rate	12	\$	/month	\$
April 1, 2015 to March 31, 2016				
4. Daily rate	20	\$	/day	\$
5. Weekly rate	15	\$	/week	\$
6. Monthly rate	12	\$	/month	\$
April 1, 2016 to March 31, 2017				
7. Daily rate	20	\$	/day	\$
8. Weekly rate	15	\$	/week	\$
9. Monthly rate	12	\$	/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 |

Cancellation Fee (if applicable):**

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

* Not evaluated when issuing Standing Offers.

Company Name : _____

Item 3: Forklift 6,000/8,000 Electric

	Est. Qty	Unit Price	U. of I.	Amount
April 1, 2014 to March 31, 2015				
1. Daily rate	5	\$	/day	\$
2. Weekly rate	5	\$	/week	\$
3. Monthly rate	12	\$	/month	\$
April 1, 2015 to March 31, 2016				
4. Daily rate	5	\$	/day	\$
5. Weekly rate	5	\$	/week	\$
6. Monthly rate	12	\$	/month	\$
April 1, 2016 to March 31, 2017				
7. Daily rate	5	\$	/day	\$
8. Weekly rate	5	\$	/week	\$
9. Monthly rate	12	\$	/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 |

Cancellation Fee (if applicable):**

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

* Not evaluated when issuing Standing Offers.