



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
1550, Avenue d'Estimauville
1550, D'Estimauville Avenue
Québec
Québec
G1J 0C7

**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
TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet DND - RISO Forklift Rentals	
Solicitation No. - N° de l'invitation W0106-14R131/A	Date 2015-11-03
Client Reference No. - N° de référence du client W0106-14R131	GETS Ref. No. - N° de réf. de SEAG PW-\$QCN-006-16587
File No. - N° de dossier QCN-4-37312 (006)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-12-14	
Time Zone Fuseau horaire Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée VOIR DOC	
Address Enquiries to: - Adresser toutes questions à: Perron, Jonathan	Buyer Id - Id de l'acheteur qcn006
Telephone No. - N° de téléphone (418)649-2838 ()	FAX No. - N° de FAX (418)648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 5E BATAILLON DES SERVICES DU CANADA CIE TRANSPORT ÉDIFICE 110 GARNISON VALCARTIER COURCELETTE Québec G0A4Z0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

TITLE: Regional Individual Standing Offers for the Rental of “Telescopic Boom” Forklifts.

PART 1 - GENERAL INFORMATION

- 1.1. Introduction
- 1.2. Summary
- 1.3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Offers
- 2.3. Former Public Servant
- 2.4. Enquiries - Request for Standing Offers
- 2.5. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

PART 5 – CERTIFICATIONS

- 5.1. Certifications Required Precedent to Issuance of a Standing Offer

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 6.1. Offer
- 6.2. Security Requirement
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Standing Offer
- 6.5. Authorities
- 6.6. Proactive Disclosure of Contracts with Former Public Servants
- 6.7. Identified Users
- 6.8. Call-up Instrument
- 6.9. Limitation of Call-ups
- 6.10. Financial Limitation
- 6.11. Priority of Documents
- 6.12. Certifications
- 6.13. Applicable Laws

N° de l'invitation - Solicitation No.
W0106-14R131/A
N° de réf. du client - Client Ref. No.
W0106-14R131

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-4-37312

Id de l'acheteur - Buyer ID
qcn006
N° CCC / CCC No./ N° VME - FMS

B. RESULTING CONTRACT CLAUSES

- 6.1. Requirement
- 6.2. Standard Clauses and Conditions
- 6.3. Term of Contract
- 6.4. Proactive Disclosure of Contracts with Former Public Servants
- 6.5. Payment
- 6.6. Invoicing Instructions
- 6.7. Insurance Requirements
- 6.8. *SACC Manual* Clauses

List of Annexes:

- Annex A - Requirement
- Annex B - Basis of Payment
- Annex C - Rates Table
- Annex D - Standing Offers Reporting

N° de l'invitation - Sollicitation No.
W0106-14R131/A
N° de réf. du client - Client Ref. No.
W0106-14R131

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-4-37312

Id de l'acheteur - Buyer ID
qcn006
N° CCC / CCC No./ N° VME - FMS

TITLE: Regional Individual Standing Offers for the Rental of “Telescopic Boom” Forklifts.

PART 1 - GENERAL INFORMATION

1.1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, 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 **Requirement (Annex A), the Basis of Payment (Annex B), Rates Table (Annex C), Standing Offers Reporting (Annex D).**

1.2. Summary

- (i) The Department of National Defence (DND) requires the services of a contractor, on an as-ordered basis, for the rental of "telescopic boom" forklifts (referred to herein as "vehicles), without operator, including tools and materials, transportation, delivery, pickup and unloading, according with specifications described at **Annex A – Requirement**.
- (ii) The services are for the Commercial Vehicles Platoon of the Department of National Defence, CFB Valcartier, Quebec.
- (iii) A standing offer will be issued for an estimate value of \$200 000.00, excluding taxes, for a two-year period.
- (iv) Standing Offer Period: The standing offer will be in effect from January 1, 2016, to December 31, 2017, with the possibility of two (2) optional periods of one (1) year each.
- (v) 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).

1.3. 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

2.1. 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 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: one hundred twenty (120) days

2.2. 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.

Once your offer has been completed and transmitted by mail or facsimile, a copy of **the Annex C – Rates Table** (excel file), has to be sent, by e-mail, to the following address:
QueReceptionSoumissionsQc.QueSupplyTendersReceptionQc@pwgsc-tpsgc.gc.ca

2.3. Former Public Servant

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

N° de l'invitation - Sollicitation No.
W0106-14R131/A
N° de réf. du client - Client Ref. No.
W0106-14R131

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-4-37312

Id de l'acheteur - Buyer ID
qcn006
N° CCC / CCC No./ N° VME - FMS

- 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;

N° de l'invitation - Solicitation No.
W0106-14R131/A
N° de réf. du client - Client Ref. No.
W0106-14R131

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-4-37312

Id de l'acheteur - Buyer ID
qcn006
N° CCC / CCC No./ N° VME - FMS

- 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.

2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority; jonathan.perron@tpsgc-pwgsc.gc.ca 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5. 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 Quebec.

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

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copy) and one electronic copy of the **Annex C, Rates Table** in Excel format to the following e-mail address:

QueReceptionSoumissionsQc.QueSupplyTendersReceptionQc@pwgsc-tpsgc.gc.ca

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 Canadian dollar, by completing **Annex C – Rates Table** in accordance with **Annex B - Basis of Payment**. The total amount of Applicable Taxes must be shown separately. **Offerors must provide a rate for each item of the Lists, and for each period.**

N° de l'invitation - Solicitation No.
W0106-14R131/A
N° de réf. du client - Client Ref. No.
W0106-14R131

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-4-37312

Id de l'acheteur - Buyer ID
qcn006
N° CCC / CCC No./ N° VME - FMS

3.1.1 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.

3.1.2 Exchange Rate Fluctuation

Exchange Rate Fluctuation (2013-11-06) C3011T

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. 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.

4.1.1. Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Offeror must bid on both categories. (**Technical specifications Annex A**)

- Category 1: (Forklifts, standard telescopic boom)

The Offeror must have a minimum of 15 vehicles in order to bid.

- Category 2: (Forklifts, telescopic boom, 360 degree visibility)

The Offeror must have a minimum of 5 vehicles in order to bid.

The Offeror must provide a list of the vehicles with their models and serial numbers as proof that the requested quantity is available.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

SACC Manual Clause M0220T (2013-04-25), Evaluation of Price

Offerors must submit completed **Annex C – Rates Table**

4.1.2.2 Evaluation of Bids

For Evaluation Purposes only, the price of the offer will be established as follows:

The total offer evaluation cost will be established for both categories.

For each category, the evaluation amount for the standing offer period will be calculated by totalling the following items:

For all firm unit rate referred to in **Annex C – Rates Table**: firm unit rate will be multiplied by approximate quantities. The totals for each year will then be added together to yield a total evaluation amount for all periods combined.

Example of a partial offer evaluation table for period 2016 - 2017 for category 1:

A	B	C	D	E	F
Description	Qty approx.	Rates 2016-2017 offered by offeror 1	Total offeror 1 D = B x C	Rates 2016-2017 offered by offeror 2	Total offeror 2 F = B x E
Forklift, telescopic boom, capacity 10 000 lbs, height 40 to 42 feet					
Daily rate	0	\$65.00	\$0.00	\$70.00	\$0.00
Weekly rate	8	\$200.00	\$1,600.00	\$210.00	\$1,680.00
Monthly rate	20	\$500.00	\$10,000.00	\$495.00	\$9,900.00
Total evaluation amount :			\$11 600.00		\$11580.00

In the above example, offeror 2 offered a partial evaluation amount for the initial period that was lower than the amount offered by offeror 1.

Note that the rates shown in the table are fictitious rates given as examples only.

4.1.3 Firm Price and/or Rates

SACC Manual Clause [Firm Price and/or Rates \(2007-05-25\) M0019T](#)

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

4.2. Basis of Selection

SACC Manual Clause [Basis of Selection \(2007-05-25\) M0069T](#)

An offer must comply with all the requirements of the Request for Standing Offers and **Mandatory Technical Criteria (4.1.1.1)** to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

N° de l'invitation - Solicitation No.
W0106-14R131/A
N° de réf. du client - Client Ref. No.
W0106-14R131

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-4-37312

Id de l'acheteur - Buyer ID
qcn006
N° CCC / CCC No./ N° VME - FMS

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

N° de l'invitation - Solicitation No.
W0106-14R131/A
N° de réf. du client - Client Ref. No.
W0106-14R131

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-4-37312

Id de l'acheteur - Buyer ID
qcn006
N° CCC / CCC No./ N° VME - FMS

5.2.2 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 [Employment and Social Development Canada-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 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1. Offer

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

6.2. Security Requirement

There is no security requirement applicable to this Standing Offer.

6.3. 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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 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 requirements detailed at **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 presented quarterly as follows:

- one (1) copy of the data to the PWGSC Standing Offer Authority; and
- one (1) copy of the data to the Ministère de la Défense Nationale (MDN)
5th Service Battalion of Canada, Cie Transport, Building 110,
CP 1000. Succ Forces Valcartier Garrison, Courcellette, Qc. G0A 4Z0

The reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

N° de l'invitation - Solicitation No.
W0106-14R131/A
N° de réf. du client - Client Ref. No.
W0106-14R131

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-4-37312

Id de l'acheteur - Buyer ID
qcn006
N° CCC / CCC No./ N° VME - FMS

6.4. Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from January 1, 2016 to December 31, 2017.

6.4.2 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 periods, from January 1, to December 31, 2018 and from January 1, to December 31, 2019, 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Jonathan Perron
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 1550, av d'Estimauville
Quebec, Quebec
G1J 0C7
Telephone: 418-649-2838
Facsimile: 418-648-2209
E-mail address: jonathan.perron@tpsgc-pwgsc.gc.ca

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

6.5.2 Project Authority

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

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

N° de l'invitation - Solicitation No.
W0106-14R131/A
N° de réf. du client - Client Ref. No.
W0106-14R131

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-4-37312

Id de l'acheteur - Buyer ID
qcn006
N° CCC / CCC No./ N° VME - FMS

6.5.3 Offeror's Representative

Name: _____

Title: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

6.6. 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.

6.7 Identified Users

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

6.8. 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.

6.9. Limitation of Call-ups

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

6.10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200,000.00 (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 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.11. 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) General Conditions - Services (Medium Complexity) (2015-09-03) 2010C
- e) Annex A, Statement of Work
- f) Annex B, Basis of Payment;
- g) Annex C, Rates Table
- h) Annex D, Standing Offers Reporting
- i) the Offeror's offer dated _____ (*insert date of offer*),

6.12. Certifications

6.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

6.13. 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 Quebec.

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.

6.1. Requirement

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

6.2. Standard Clauses and Conditions

6.2.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2015-09-03), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

6.3. Term of Contract

6.3.1 Period of the Contract

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

6.4. 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.

6.5. Payment

6.5.1 Basis of Payment

Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in **Annex B - Basis of Payment and Annex C – Rates Table**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.5.2 Multiple payments

SACC Manual clause Multiple Payments (2008-05-12) H1001C

N° de l'invitation - Solicitation No.
W0106-14R131/A
N° de réf. du client - Client Ref. No.
W0106-14R131

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-4-37312

Id de l'acheteur - Buyer ID
qcn006
N° CCC / CCC No./ N° VME - FMS

6.5.3 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

6.6 Invoicing Instructions

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.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Ministère de la Défense nationale (MDN)
Base de Soutien Valcartier
5^e Bataillon des Services du Canada
Cie de Transport, Édifice 110
C.P. 1000, Succ. Forces
Courcellette, Québec, G0A 4Z0

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.7 Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

6.8 SACC Manual Clauses

Defence Contract (2012-07-16) A9006C
Delivery and Unloading (2007-11-30) D0018C
Canadian Forces Site Regulations (2011-05-16) A9062C

Regional Individual Standing Offers for the Rental of “Telescopic Boom” Forklifts

ANNEX A

REQUIREMENT

1- DESCRIPTION:

The Department of National Defence (DND) requires the services of a contractor for the rental, including tools and materials, delivery and unloading, and the pickup of “telescopic boom” forklifts (referred to herein as “vehicles”), on an as-ordered basis for the Commercial Vehicles Platoon of the Department of National Defence, CFB Valcartier, Québec:

2- SERVICES:

- a) The vehicles are required **without an operator**.
- b) The vehicles must be of recent build and clean. They must be in excellent mechanical condition and will be subject to inspection without notice by the person in charge of Fleet Management or authorized representative. Vehicle equipment and mechanical condition must meet government requirements.
- c) The vehicles must be equipped with block heaters during the winter.
- d) **For purposes of analysis and prevention only**, the Base Transport Officer reserves the right to do technical inspections on any vehicles involved in an accident, said inspection to be done only if there is reason to believe that the mechanical condition of the said vehicle was a contributing factor in an accident.
- e) It is understood that DND assumes all responsibilities relating to machinery during rental periods. Vehicle operators will have received adequate training for the type of vehicle.
- f) It is noted that vehicles and accessories rented by DND must be returned to the contractor in the same condition as at the time of rental, except for normal wear and tear.
- g) The contractor will be responsible for maintaining the vehicles (lubrication, oil changes, tune-ups, etc) during the rental period. All maintenance must be included in the rental rates.
- h) The contractor will be responsible for damage to tires caused by road hazards or terrain hazards. The designated user will be responsible for tire damage caused by abnormal use.

i) Replacement of vehicles due to breakdown:

- 1- The contractor must provide a replacement for vehicles that break down:
 - If the vehicle must be replaced due to breakdown caused by normal wear and tear, the contractor must pay the transportation costs.
 - If the vehicle must be replaced due to breakdown caused by DND negligence, DND must pay the transportation costs.
- 2- Replacement time:
 - The contractor must replace vehicles within 24 to 48 hours, depending on the type of vehicle.
- 3- Service calls for vehicle maintenance and repair:

The contractor must respond to service calls for maintenance within 4 to 8 hours and to service calls for repairs within 24 hours, failing which it must replace the vehicle with another of the same type.
- 4- Billing for a breakdown: See article 3 of Annex B

3- VEHICLE CATEGORIES:

3.1. Forklift, standard telescopic boom:

3.1.1. Forklift, telescopic boom, capacity 6000 lbs, minimal height of 30 feet

Description:

- A. Lift capacity 6000 lbs min;
- B. Lift height 30 feet minimum;
- C. Fork carriage 48 inches;
- D. 4-wheel drive;
- E. 4-wheel steering;
- F. Frame levelling to 10 degrees;
- G. Heated cabin;
- H. Block heater;

3.2. Forklift, telescopic boom, 360 degree visibility:

3.2.1 Forklift, telescopic boom, 360 degree visibility, capacity 10,000 lbs, height 40 to 42 feet

Description:

- A. Lift capacity 10,000 lbs min;
- B. Lift height 42 feet minimum;
- C. 360 degree visibility (safety);
- D. Self-cleaning motor (no risk of overheating in dusty environment);

- E. Fork carriage in excess of 31 inches;
- F. High hydraulic flow rate;
- G. 4-wheel drive;
- H. 4-wheel steering;
- I. Highway lights and work lights;
- J. Hour meter;
- K. Heated cabin;
- L. Block heater;
- M. Catalytic converter

4- DELIVERY:

- 4.1 Charge for delivery and unloading and pickup of forklifts.**
- 4.2 When delivering and picking up vehicles, the contractor must have a vehicle loading ramp.**
- 4.3 The contractor will be responsible for delivering and picking up the vehicle(s). Pickups and deliveries must be made within **24 business hours** after receiving the order and within four (4) business hours for urgent orders.
- 4.4 Loading/unloading:

Transport includes loading and unloading the vehicles on the ground without assistance.
- 4.5 A visual physical inspection will be done when the custody of vehicles is transferred between DND and the contractor on pickup and delivery. Both parties must sign the inspection report.
- 4.6 The Purchase Order numbers provided by the DND rentals section and the contractor's unit number and vehicle plate number must be indicated on all rental contracts on delivery and on all invoices submitted to DND.

5- EQUIPMENT:

- 5.1 All vehicles of both categories must have the standard safety equipment as well as the following:
 - Back-up alarm;
 - Rotating beacon;
 - Fire extinguishers.
- 5.2 Battery warmers must be available on demand

ANNEX "B" BASIS OF PAYMENT

1. RATE:

The contractor must submit in "**Annex C – Rates Table**" firm all-inclusive daily, weekly and monthly rates in Canadian dollars, GST/HST not included, for each category of forklift (referred to herein as "vehicles"), and firm all-inclusive unit rates for the delivery and pickup of the vehicles at MDN, Valcartier Quebec for the term of the standing offer and the two optional one-year terms.

- ✓ All rates indicated in **Annex C – Rates Table** include the use and maintenance of and repairs to the vehicles, whether minor or major.
- ✓ All rates indicated in **Annex C – Rates Table** include municipal taxes and overhead, where applicable.
- ✓ The rates indicated in **Annex C – Rates Table** do not include federal or provincial taxes or government sales taxes.

2. Calculating Prices

Calculation of rental rates starts on the date when delivery of the vehicle was requested and the vehicle is delivered to the location stated when the request was made. The calculation will end when the contractor is advised that the vehicle is no longer required.

Example: Delivery requested for 23 November 2016. The vehicle is delivered 22 November 2016. The rental term starts on 23 November 2016.

If the vehicle is delivered late, calculation of the rental charge will start when the user takes custody of the vehicle and will end when the user advises the contractor that the vehicle is no longer required.

The contractor must comply with the following instructions relating to the rental term.

Rate	
Day	Applicable price for a period of 24 hours or less
Week	Applicable price for a period of 7 days
Month	Applicable price for a period of 30 or 31 days, depending on the month, eg, 10 October to 9 November (31 days) = 1 month

N° de l'invitation - Sollicitation No.
W0106-14R131/A
N° de réf. du client - Client Ref. No.
W0106-14R131

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-4-37312

Id de l'acheteur - Buyer ID
qcn006
N° CCC / CCC No./ N° VME - FMS

Periods not completed will be calculated on a pro rata basis as follows:

Applicable rates for incomplete periods

Rental for (7) days and under, whichever is less
Number of days X daily rate
OR
Weekly rate

Rental for one (1) month and under, whichever is less
Monthly rate
OR
[Number of weeks X weekly rate] + [Number of days X daily rate]

Rental for over one (1) month
Number of month X monthly rate
PLUS
Number of additional days X daily OR weekly rate (as applicable)

Example: A rental lasting 108 days will be calculated as follows:

- Monthly rate X 3 months (90 days)
- Weekly rate X 2 weeks (14 days)
- Daily rate X 4 days (4 days)

= 108 days

• All rates indicated in **Annex C - Rates Table** include municipal taxes and overhead, where applicable.

✓ The rates indicated in **Annex C – Rates Table** do not include federal or provincial taxes or government sales taxes.

3. Breakdown:

If a vehicle breaks down, the Contractor will not invoice for the time the vehicle was out of service (to within one-half day).

N° de l'invitation - Solicitation No.
W0106-14R131/A
N° de réf. du client - Client Ref. No.
W0106-14R131

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-4-37312

Id de l'acheteur - Buyer ID
qcn006
N° CCC / CCC No./ N° VME - FMS

ANNEX "C"

Rates Table

See the attached Excel format file

The total amount of Applicable Taxes must be shown separately. **Offerors must provide a rate for each item of the Lists, and for each period.**

Once your offer has been completed and transmitted by mail or facsimile, a copy of **the Annex C – Rates Table** (excel file), has to be sent, by e-mail, to the following address:
QueReceptionSoumissionsQc.QueSupplyTendersReceptionQc@pwgsc-tpsgc.gc.ca

N° de l'invitation - Solicitation No.
W0106-14R131/A
N° de réf. du client - Client Ref. No.
W0106-14R131

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-4-37312

Id de l'acheteur - Buyer ID
qcn006
N° CCC / CCC No./ N° VME - FMS

ANNEX "D"

Standing Offers Reporting

Regional Individual Standing Offer (RISO)

W0106-14R131/____/QCN, Forklifts rental

Offeror : _____

Period : from _____ to _____

Vehicle categories :	Number of Call-up	Total \$ (CAD)
Forklift, standard telescopic boom		\$
Forklift, telescopic boom, 360 degree visibility		\$
Total amount:		\$

Signature : _____ **Date (YYYY-MM-DD) :** _____