



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet ForkLift Truck Rental	
Solicitation No. - N° de l'invitation E6TOR-17RM04/A	Date 2018-06-21
Client Reference No. - N° de référence du client E6TOR-17-RM04	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-625-7521	
File No. - N° de dossier KIN-7-48074 (625)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-08-02	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Cook, Pauline	Buyer Id - Id de l'acheteur kin625
Telephone No. - N° de téléphone (613) 536-4602 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA STE 480 33 CITY CTRE DR MISSISSAUGA Ontario L5B2N5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	ForkLift Truck Rental	E6TOR	E6TOR	1	Each	\$	XXXXXXXXXXXX	See Herein	

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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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6: Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7: 7A, Standing Offer, and 7B, Resulting Contract Clauses;

 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions.

 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up pursuant to the Standing Offer.

The Annexes include:

- Annex ``A`` – Statement of Work
- Annex ``B`` - Basis of Payment
- Annex ``C`` – Locations of Supply and Service
- Annex ``D`` – Insurance Requirement
- Annex ``E`` – Standing Offer Reporting Requirements

Annex ``F`` to Part 3 of the Request for Standing Offer – Offer's Preparation Instructions – Electronic Payment Instructions;

The Attachments include: Attachment 1 to Annex "B" – Basis of Payment Form

1.2 Summary

The purpose of this solicitation is to establish a Regional Master Standing Offer for the provision of all labour, transportation, materials, tools, equipment and supervision necessary to provide the rental of various Fork Lift Truck rentals and other lifting equipment both without operator on an "as and when"

requested basis, in accordance with the requirements detailed in this Request For Standing Offer (RFSO) for various Federal Departments and agencies located within the Ontario Region, excluding the National Capital Region.

The primary users will be the Department of National Defence and the Correctional Service of Canada locations within the Ontario Region.

The period of the Standing Offer is for 01 September 2018 to 31 August 2019 inclusive, plus two (2) one year options.

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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA) and the Canada-Chile, Columbia, Honduras, Korea, Panama, Peru, and Ukraine.

The Request for Standing Offers (RFSO) is to establish Regional Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Ontario, excluding the National Capital Region, and excluding locations within Nunavut that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Nunavut will have to be treated as a separate procurement, outside of the resulting standing offers.

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) (<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](#) (2017-04-27), 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](#) (2017-04-27), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 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.

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

- 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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 Ontario.

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

Due to the nature of the RFSO, offers transmitted by epost Connect service will not be accepted.

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

Section I: Financial Offer (one (1) hard copy **and** one (1) soft copy)
Section II: Certifications (one (1) hard copy)

Hard (Paper) Copy: One (1) hard copy **must be submitted** by the date, time and place indicated on page 1 of the Request for Standing Offers.

Soft (Electronic) Copy: In addition to the hard copy, PWGSC is requesting offerors to send in an electronic copy of the Excel file(s), by courier or by e-mail to the following address:

Kingston.procurement@pwgsc.gc.ca

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 in 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 hard copy of their offer:

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

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: Financial Offer

Offerors must submit their financial offer in accordance with Annex "B", Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "A" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation,

Section II: Certifications

Offerors must submit the certifications and additional information 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 Mandatory Financial Criteria

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration.

- a) Offers must be submitted on Attachment 1 to Annex "B" – Basis of Payment Form. Offers must not contain any alteration to the preprinted or pre-typed sections of the Basis of Payment, other than the addition of Applicable Location(s), Unit Pricing, and Discount Percentage Pricing.
- b) The Offer must provide pricing for ALL Items.
- c) Offers for each location listed in Annex "C" will be evaluated individually. The extended price for the location will be calculated by multiplying the estimated usage values by the Offer's corresponding unit price or discount or markup percentage. The evaluated price for a location is the aggregate of all the extended prices for all pricing periods for the location.

4.1.2 Financial Evaluation

SACC Manual Clause [M0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

- 4.2.1 An offer must comply with the requirements of the Request for Standing Offer to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer for the corresponding area.
- 4.2.2 Canada intends to issue only one (1) Standing Offer for each location listed in Annex "C" to satisfy this requirement. Should one (1) offeror provide the lowest evaluated price for multiple locations, PWGSC will issue one (1) Standing Offer indicating all applicable locations.

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 and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, 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 completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

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

7.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex entitled "E" – Standing Offer Reporting Form. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

First Quarter: September 1 to November 30
Second Quarter: December 1 to February 28
Third Quarter: March 1 to May 31
Fourth Quarter: June 1 to August 31

The data must be submitted to the Standing Offer Authority no later than twenty (20) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from 01 September 2018 to 31 August 2019 inclusive.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods, from September 01, 2019 to August 31, 2020 and September 01, 2020 to August 31, 2021 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.

7.4.3 Delivery Points

Delivery of the requirement will be made to the delivery locations specified at Annex "C" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Pauline Cook
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
86 Clarence Street, 2nd Floor
Kingston, Ontario K7L 1X3
Telephone: 613-536-4602
Facsimile: 613-545-8067
E-mail address: Pauline.cook@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.

7.5.2 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.

7.5.3 Offeror's Representative *(To be filled in as specified in the Offeror's offer)*

Supplier Contacts

Name and telephone number of the person responsible for:

General Enquiries

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

Delivery Follow-up

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

After Hours / Emergency Contact

Name: _____

Telephone No.: _____

Cell Phone / Pager No.: _____

Accounts Payable

Name: _____

Telephone No.: _____

Facsimile No: _____

E-mail address: _____

PLEASE PRINT the location, contact names, and telephone numbers of the Offeror's permanent staff members cleared to receive call-ups from Identified Users:

Location	Contact Name	Phone Number
_____	_____	_____

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

Suppliers are to identify their supply and service outlets in the south-eastern Ontario region areas where they can provide the service and accept orders. (Supplier outlet(s) must have same pricing structure as quoted)

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

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

7.8 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* OR equivalent Departmental Call-up Document.

7.9 Call-up Procedures

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

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

The Offeror must acknowledge receipt of each call-up in writing in accordance with the Statement of Work detailed in paragraph 4 at Annex A. If the Offeror fails to acknowledge the receipt of a call-up within the requested time frame, the Identified User may terminate the call-up without incurring any cost or penalty whatsoever.

7.10 Limitation of Call-ups

7.10.1 Limitation of Individual Call-ups

Individual call-ups against this Standing Offer must not exceed CAD **\$100,000.00** (Applicable Taxes included).

7.10.2 Miscellaneous Rental Services

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

1) The rental rates offered for Miscellaneous Rental Services must be in accordance with the percentage discount specified in the Offeror's financial offer under Item 013 of Annex B and the Offeror's published price lists in effect at the time of ordering, and all other terms and conditions of the Standing Offer.

2) The total amount of miscellaneous rental services incorporated on any individual call-up **must not exceed 25% of the total value of each individual call-up (Applicable Taxes included):**

Example 1: If the total value of the call-up is \$40,000.00 (Applicable Taxes included), the portion of miscellaneous rental services that may be included in the call-up must not exceed \$10,000.00 (Applicable Taxes included).

Example 2: If the total value of the call-up is \$20,000.00 (Applicable Taxes included), the portion of miscellaneous rental services must not exceed \$5,000.00 (Applicable Taxes included).

3) Purchases of miscellaneous rental services are subject to the reporting requirements detailed under Part 7A - 7.3.2. Periodic Usage Reports - Standing Offers.

4) Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list and updates to each Identified User requesting a copy. The Offeror must further send one (1) copy to the Standing Offer Authority at the address stated in the Standing Offer.

7.11 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 Standing Offer;
- c) The general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) The general conditions [2010C](#) (2016-04-04), General Conditions – Services (Medium Complexity);
- e) Annex A - Statement of Work;
- f) Annex B - Basis of Payment;
- g) Annex D - Insurance Requirements;
- h) The Offeror's offer dated _____.

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

7.12.2 SACC Manual Clauses

SACC Manual Clause [A8010C](#) (2007-05-25), Division of Responsibilities – Vehicle Rental

7.13 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 _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

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.

7.1 Statement Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 (2016-04-04) Interest on Overdue Accounts, of [2010C](#) (2016-04-04), will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the contract is from date of call-up to the delivery date plus an additional two (2) months.

7.3.2 Delivery Date

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

7.4 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.

7.5 Payment

7.5.1 Basis of Payment – Firm rates and discounts

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

7.5.2 SACC Manual Clauses

SACC Manual Clause [C0710C](#) (2007-11-30), Time and Contract Price Verification

7.5.3 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.4 Limitation of Price

SACC Manual clause C6000C (2017-08-17), Limitation of Price.

7.5.5 Method of Payment

7.5.5.1 Single Payment

For rentals of 30 days or less, the identified user will make a single payment.

SACC Manual Clause H1000C (2008-05-12), Single Payment

7.5.5.2 Monthly Payments

For rentals of more than 30 days, the identified user will make monthly payments.

SACC Manual Clause H1008C (2007-05-12), Monthly Payments

7.5.5.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

The Offeror must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

- (a) For rentals not exceeding 30 days, submit the invoice to the identified user when the vehicle is returned to the contractor.
- (b) For rental exceeding 30 days, submit an invoice to the identified user at the end of each rental month and a final invoice when the vehicle is returned to the contractor.
- (c) Invoices must be submitted on the Offeror's official own invoice form.

Unless otherwise specified in the call-up, Work must be invoiced upon completion of the call-up, and a separate invoice made out for each rental equipment under each call-up.

Each invoice must at a minimum include the following:

- (a) The name and address of the Identified User as shown on the call-up;
- (b) The Standing Offer number as shown on page 1;
- (c) The call-up number;
- (d) Offeror name, address, and tax collection number;
- (e) Vehicle control number, license number, and type of vehicle
- (f) Rental period requested by the Identified User, including notification times and dates
- (g) Copy of the invoices, receipts, vouchers for all reimbursable expenses allowed under the Standing Offer, if applicable. Charges must be itemized
- (h) Rental period and
- (i) Item description and quantity rented

In the event of an overcharge or undercharge, the Offeror must provide a new invoice.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment, being the call-up against the standing offer.

7.7 Insurance Requirements

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

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

The Offeror must forward to the Standing Offer Authority within ten (10) calendar days after the date of issuance of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed

with an Insurer licensed to carry out business in Canada. The Offeror must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

For Foreign-based Offerors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-".

7.8 SACC Manual Clauses

SACC *Manual* clause [D5328C](#) (2014-06-26), Inspection and Acceptance
SACC *Manual* clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations
SACC *Manual* clause [A9049C](#) (2011-05-16), Vehicle Safety
SACC *Manual* clause [A9068C](#) (2010-01-11), Government Site Regulations
SACC *Manual* clause [B1501C](#) (2006-06-16), Electrical Equipment

ANNEX A

STATEMENT OF WORK

1. Summary

The purpose of this solicitation is to establish a Regional Master Standing Offer for the provision of all labour, transportation, materials, tools, equipment and supervision necessary to provide the rental of various forklifts and other lifting equipment without operator on an "as and when required" basis, in accordance with the requirements detailed in this Request For Standing Offer (RFSO) for various Federal Departments and agencies located within the Ontario Region. The primary users will be the Department of National Defence and the Correctional Service of Canada locations within the Ontario Region.

2. Deliverables

The Offeror must be able to supply, deliver and pick-up the following vehicles on an "as and when requested" basis (FOB Destination, including delivery, offloading and travel expenses, to the requested location(s), as indicated in the Call-up) at a delivery charge in accordance with the terms of payment of the Standing Offer.

Offeror must acknowledge receipt of the call-up within 24 hours from date and time of receipt.

Offeror must provide a list of all rental outlets available within each site location to facilitate the rental decisions of Government Users.

List of Vehicles Required:

Forklift - Solid Cushion Tires - Electric, Gas or Propane with typical lifting capacity of 4,000, 6,000, 8,000, and 10,000 pounds (lbs);

Forklift - Pneumatic Tires – Electric, Gas or Propane with typical lifting capacity of 4,000, 6,000, 8,000 and 10,000 pounds (lbs);

Forklift - Pneumatic Tires - 4 x 4 All Terrain - Diesel - With enclosed Cab and Heater with typical lifting capacity of 6,000, 8,000 and 10,000 pounds (lbs);

All Terrain 4X4 Forklifts - Pneumatic Tires - Diesel - With enclosed Cab and Heater, 8 foot spread and 8 foot fork with typical lifting capacity of 15,000 and 30,000 pounds (lbs).

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

Estimated usages do not represent any commitment.

Vehicle Specifications

All electric rental vehicles must be supplied with a minimum 36 volt battery and a 220/240 volt battery charger;

All rental vehicles operating propane, gasoline or diesel must be supplied with a full tank of fuel;

All rental vehicles must be in clean condition, excellent state of repair and must not be older than ten (10) years.

All rental vehicles operating on electricity must be supplied fully charged.

All rental vehicles must be supplied without operators.

All rental vehicles supplied must meet the provisions of the Motor Vehicle Safety Act, S.C. 1993, c.16, and the applicable regulations that are in force on the date of its manufacture.

Additional Equipment

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

3. Supply of Alternative Rental Unit

The Offeror must provide the type of rental vehicle(s) requested by the Identified User in the Call-up. Substitute forklifts to those specified in the Standing Offer will be considered and assessed by the Project Authority. Canada has the right to accept or reject any substitute forklift at its sole discretion. Should the Offeror substitute a vehicle having a higher rental rate than the type requested, the applicable charge must be the one for the vehicle requested. The Offeror must advise the Identified User of any substitution, and all substitutions must be approved by the Identified User. Should the substitute rental vehicle have a lower rate than the type requested, the applicable charge shall be the lower of the two in accordance with the firm rates offered in Annex B.

4. Delivery

Items must be delivered within forty-eight (48) hours from receipt of call-up, unless otherwise stipulated in the Call-up. The call-up should be acknowledged within 2 hours of receipt.

5. Rental Extensions

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

6. Vehicle Licensing Requirements

The Offeror must hold and maintain all permits, licenses and certificates of approval applicable to the types of vehicles rented under this Standing Offer in accordance with Municipal, Provincial and Federal laws. The Offeror will be responsible for any charges imposed by such legislation or regulations. Upon request, the Offeror must provide a copy of any such permit, license, or certificate to Canada.

7. Termination

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

8. Silent Hours

During the time that the Offeror is not available by telephone, the Offeror must maintain an answering machine to facilitate call-in returns by the Identified User. Invoices must indicate the time of call-in as the return time.

9. Division of Responsibilities

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

9.1 For the purposes of this clause, the term "Normal Wear and Tear" refers to the natural amount of deterioration, which can be expected over the term of the rental period and include:

- (i) Tire wear, paint chips and minor scratches that do not extend to the base metal;
- (ii) All paint scratches and paint wear and minor dents to interior,
- (iii) Paint chips caused by stones thrown by the wheels of the vehicles;
- (iv) Frayed or stretched emergency brake cables;
- (v) Interior wear of vehicles not including holes, burns or tears of interior surfaces;
- (vi) Tire wear and damage, provided that the tires meet provincial safety standards.

9.2 The Offeror is responsible for:

- (a) Pre-servicing the vehicle in the normal way for customer delivery;
- (b) Delivery to the destination specified in the call-up;
- (c) Pick-up at the time of expiry or termination of the call-up;
- (d) Forklift licensing, permits, or exemptions;
- (e) Pick-up and return of forklift for servicing;
- (f) Full Maintenance due to normal wear and tear including but not limited to replacement of tires and tire repairs.
- (g) All warranty servicing: Warranty servicing means the supply of parts normally provided by the manufacturer's warranty together with the labour necessary to install such parts;
- (h) Supply of another forklift of the same type and size to replace a specific forklift when a unit is taken out of service for repairs for a period greater than twenty (24) hours. Down time will be considered when computing the monthly charges.
- (i) Supplying any forklifts that require fuel with a full tank of fuel and supplying fuel during periods of vehicle repair and maintenance;
- (j) Inspecting the forklift upon its return to the Offeror for any damages;
- (k) Providing delivery within forty-eight (48) hours from receipt of call-up;
- (l) Ensuring each vehicle delivered has the following equipment and accessories:
 - (i) one ignition key
 - (ii) vehicle jack
 - (iii) wheel wrench
 - (iv) all minimum features as required by law.

9.3 Canada is responsible for:

- (a) Inspecting the forklift when delivered for any damages;
- (b) Supply of fuel during the rental period;
- (c) Oil, fluids and lubricants between oil changes;
- (d) Returning any units that require fuel with a full tank of fuel;
- (e) Fines for traffic violations, including unlawful parking issued to representatives of Canada during the rental period.

10. Initial Inspection

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

11. Final Inspection

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

12. Emergency repairs

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

A credit must be issued by the Offeror to the Identified User for reimbursement to Canada for repairs done or parts replaced by Canada or paid for by Canada with the agreement of the Offeror in situations in which Canada is not at fault. The cost of repairs which are made by the Identified User will be credited to the Identified User by the Offeror upon receipt of a paid invoice covering these repairs. Where possible, the Identified User will return all forklift parts replaced, including damaged or worn tires, to the Offeror.

13. Mechanical Breakdowns near/at the Identified User's site:

As mutually agreed upon by both parties at the time of the incident, the Offeror will provide a replacement rental forklift immediately upon notification of a mechanical breakdown or a licensed mechanic and mobile service unit to perform repairs within two (2) hour notice from the Identified User. Replacement rental forklift must be provided at no extra cost to Canada.

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

The Offeror shall provide instructions for repair or replacement by providing emergency contact information as specified in Paragraph 12 of this Annex. The Offeror will authorize the Identified User to either go ahead and repair the vehicle or provide information as to how to obtain a replacement rental unit.

15. Replacement Rental Units

The Offeror is responsible for all delivery, offloading and travel expenses, if applicable, when providing a replacement rental unit. Replacement units must be subject to the inspection and acceptance by Canada.

16. Loss, damage, repairs

- (a) Canada is responsible for loss and damage to the vehicle (including damage to optional equipment not requested but accepted by Canada) during the rental period and caused or contributed to by negligence or carelessness of representatives of Canada and recorded to the extent that the loss or damage is not the result of normal wear and tear. Loss or damage due to theft but not due to negligence of Canada will be self-underwritten by Canada.
- (b) In the event of an accident or damage, rental forklift call-ups may be suspended until further notice or terminated by the Standing Offer Authority. No extra rental charges will be incurred or paid during the period of suspension.
- (c) If a vehicle is returned to the Offeror at the end of the call-up in damaged condition, the Offeror must provide to Canada within five (5) business days after the return of the vehicle, a written estimate for the cost of repairs or replacement of the loss to the authorized representative of Canada identified in the call-up document. Repair work must be in accordance with industry standard.
- (d) Canada may require the Offeror to provide three (3) quotes for repair work. Canada also reserves the rights to obtain, through a third party, its own estimates for the identified repairs to validate the Offeror's estimate.
- (e) Once the cost of repairs is agreed to by both parties, the Offeror will invoice Canada, in accordance with the invoicing provisions of the Standing Offer and applicable call-up, for the agreed amount. The Standing Offer Authority will resolve disagreements.
- (f) If Canada decides to repair damage to a vehicle during the rental period, Canada will notify the Offeror before proceeding with the repairs. Both parties must agree to the repairs.

17. Optional Pick-up and/or Drop-off

The Identified User has the option to pick-up and / or drop-off forklift(s) at the Offeror's specified location. The Identified User must co-ordinate the details with supplier prior to pick-up or drop-off of forklift(s).

18. Supply of Alternative Rental Unit

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

19. Damages and Accidents

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

20. Vehicle Operators under the Age of twenty-five (25) years old

The Operators of the forklifts in this requirement may be under twenty-five (25) years of age.

ANNEX "B"

BASIS OF PAYMENT

Rates:

The Offeror must provide firm rates for the items. The format of the Pricing must not be altered except for the addition of numbers in all of the blank spaces of Attachment 1 to Annex "B" – Basis of Payment Form.

Pricing must not be indexed to any currency exchange rates or commercial index.

All prices are firm net prices in Canadian funds including Canadian customs duties, excise taxes and are to be FOB destination(s) indicated, including all delivery, offloading and travel charges. HST shall not be included in pricing and shall be shown as a separate item on invoices.

Rates offered must include:

Unlimited kilometre allowance;

Unlimited number of hours of operation.

Application of the Rates

Should the Identified User rent a unit for seven (7) consecutive days, the total charge will not exceed six (6) times the applicable daily rate. This also applies to the cost of calculating additional weekly charges for miscellaneous rental services. Should the Identified User rent a vehicle exceeding the seven (7) days, the "Weekly Rate" and/or the "Monthly Rate" shall apply.

Rental periods are defined as follows: Rental Week = Seven (7) Days; Rental Month = Thirty (30) Days. Rental charges for any partial rental periods will be prorated at the most favorable combination of rates to Canada, i.e., a unit rented for a period of 33 days will be calculated at either four (4) weeks plus five (5) days prorated at weekly rate; or monthly rate plus three (3) days prorated at weekly rate; or any other combination or rates; whichever is lower.

The terms and conditions of this Standing Offer will apply to any call-up and resulting contract, even if at the time of reservation or pickup of the rented unit, the Offeror gives the identified user a rate that is lower than the rates that are part of the Standing Offer

Taxes-Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

Estimated Usages

The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of

the Crown. The quantities as stated herein reflect the expected usage for one year and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods ordered.

Offerors submitting different offer prices for more than one location must complete a basis of payment form for each location. If pricing provided is to remain the same for all specified locations then only one basis of payment form is required. The financial offer must indicate the applicable location(s).

Offerors should indicate within Annex "C" the locations where they can provide service.

Additional Allowed Expenses:

For vehicles returned with less than a full tank of fuel, The Offeror may charge Canada for the tank to be filled back to the full mark at the current pump price per litre without allowance for overhead or profit.

Pricing Periods

Year 1 – September 1, 2018 to August 31, 2019 inclusive

Option Period 1 – September 1, 2019 to August 31, 2020 inclusive

Option Period 2 – September 1, 2020 to August 31, 2021 inclusive

Delivery

The Area of Supply and Service for each location includes any requested delivery point within a 30 km radius from the identified location. If a requested delivery point exceeds that radius, the delivery charge for the nearest location will apply, and all kilometers over the 30 km range that are required for delivery will be charged to the Identified User in accordance with the kilometer rate in Attachment 1 – Basis of Payment Form.

SEE ELECTRONIC ATTACHMENT FOR ATTACHMENT 1 to ANNEX "B" – BASIS OF PAYMENT FORM

ANNEX "C"

LOCATIONS OF SUPPLY AND SERVICE

Each of these locations will be evaluated separately, to determine the successful offer.

Areas of Supply and Service DND:

Bidders must indicate locations of available supply and service

Department of National Defence
Canadian Forces Base (CFB) Trenton
Astra, Ontario

Service Offered () YES () NO

Department of National Defence
Canadian Forces Base (CFB) Kingston
Kingston, Ontario

Service Offered () YES () NO

Department of National Defence
Canadian Forces Base (CFB) Petawawa
Petawawa, Ontario

Service Offered () YES () NO

Department of National Defence
Canadian Forces Base (CFB) Borden
Borden, Ontario

Service Offered () YES () NO

Department of National Defence
Defence Research and Development Canada (DRCD)
Toronto, Ontario

Service Offered () YES () NO

Areas of Supply and Service CSC:

Bidders must indicate locations of available supply and service

Correctional Service of Canada
Kingston Area Institutions, including Kingston, Bath, Millhaven and Joyceville

Service Offered () YES () NO

Correctional Service of Canada
Warkworth Institution
Campbellford Ontario

Service Offered () YES () NO

Correctional Service of Canada
Grand Valley Institution for Women
Kitchener, Ontario

Service Offered () YES () NO

Correctional Service of Canada
Beaver Creek Institution
Gravenhurst, Ontario

Service Offered () YES () NO

CORCAN
Ontario Regional Headquarters
Centennial Drive,
Kingston, ON

Service Offered () YES () NO

Areas of Supply and Service:

The Area of Supply and Service for each location includes any requested delivery point within a 30 km radius from the identified location.

Requested delivery points may be outside of an Area of Supply and Service.

ANNEX "D"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Automobile Liability Insurance

The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Short Term Lease

For vehicles rented by federal government employees, while travelling on official government business, for a period of less than 31 days, the Contractor must insert as lessee, Canada, as presented by the government Department.

Long Term Lease

1. The Contractor must not insure the risks to Canada arising from the use or operation of vehicles leased by Canada on a long-term basis (over 30 days) except where Provincial law makes it mandatory for the Contractor to insure any leased vehicles. Where Provincial law makes it mandatory to insure a leased vehicle, the Contractor must obtain insurance coverage in respect of the vehicle supplied under the lease, and a copy or evidence of such insurance is to be provided to Canada.
2. Canada may decide not to purchase Collision, All Perils or Comprehensive insurance. The option that must be chosen by Canada when renting a vehicle must depend on the applicable *Treasury Board Risk Management Policy*.
3. In the event of an accident that is self-insured by Canada (as Lessee), Canada must obtain a written estimate for the repairs and, in consultation with the Contractor (as Lessor), must decide where the repairs are to be performed. If the Contractor decides to have the damage repaired at another place and the cost of said repairs is higher than the estimate obtained by Canada, Canada must only pay the lesser amount. Further, if the Contractor decides that the vehicle is to be repaired at a place other than the place Canada chooses, the Contractor must be responsible to pay transport costs of the vehicle to the alternate location.
4. When a rental vehicle is in a disabling accident, all rental charges must cease on said vehicle.

ANNEX "E"

STANDING OFFER REPORTING FORM

Please send to the Standing Offer authority named herein.

Please use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spend to date, by government department.

Standing Offer		(Insert Standing Offer #)	Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)	Start Date of Reporting Period (DD/MM/YYYY)	End Date of Reporting Period (DD/MM/YYYY)	
Department Requesting	Order Number	Work Description Item Quantity	Date of Order	Date of Delivery	Value of Order (not including HST)

ANNEX “F” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)