



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Place Bonaventure, portail Sud-Oue

800, rue de La Gauchetière Ouest

7^e étage, suite 7300

Montréal

Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

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

Travaux publics et Services gouvernementaux Canada

Place Bonaventure, portail Sud-Oue

800, rue de La Gauchetière Ouest

7^e étage, suite 7300

Montréal

Québec

H5A 1L6

Title - Sujet RISO:Art. boom lift and platforms	
Solicitation No. - N° de l'invitation W0130-18B040/A	Date 2019-03-18
Client Reference No. - N° de référence du client W0130-18B040	
GETS Reference No. - N° de référence de SEAG PW-\$MTA-490-15267	
File No. - N° de dossier MTA-8-41357 (490)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-04-29	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
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: Sirois, Richard	Buyer Id - Id de l'acheteur mta490
Telephone No. - N° de téléphone (514) 718-5993 ()	FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE VOIR COMMANDES SUBSÉQUENTES (PLUSIEURS EMPLACEMENTS) MONTREAL Québec Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée .	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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS.....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	6
2.5 APPLICABLE LAWS.....	7
PART 3 - OFFER PREPARATION INSTRUCTIONS	7
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION.....	9
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	10
PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	11
A. STANDING OFFER.....	11
6.1 OFFER	11
6.2 SECURITY REQUIREMENTS	11
6.3 STANDARD CLAUSES AND CONDITIONS.....	11
6.4 TERM OF STANDING OFFER.....	13
6.5 AUTHORITIES	13
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	14
6.7 IDENTIFIED USERS	14
6.8 CALL-UP INSTRUMENT	14
6.9 LIMITATION OF CALL-UPS.....	14
6.10 FINANCIAL LIMITATION	15
6.11 PRIORITY OF DOCUMENTS.....	15
6.12 CERTIFICATIONS AND ADDITIONAL INFORMATION	15
6.13 APPLICABLE LAWS.....	15
6.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	16
B. RESULTING CONTRACT CLAUSES.....	17
6.1 REQUIREMENT	17
6.2 STANDARD CLAUSES AND CONDITIONS.....	17
6.3 TERM OF CONTRACT	17
6.4 PAYMENT	17
6.5 INVOICING INSTRUCTIONS.....	18
6.6 INSURANCE	18
6.7 SACC MANUAL CLAUSES	18
ANNEX "A" STATEMENT OF WORK.....	19

Solicitation No. - N° de l'invitation
W0130-18B040/A
Client Ref. No. - N° de réf. du client
W0130-18-B040

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-8-41357

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

ANNEX "B" BASIS OF PAYMENT	24
ANNEX "C" ELECTRONIC PAYMENT INSTRUMENTS	26
ANNEXE "D" COMPLETE LIST OF COMPANY BOARD OF DIRECTORS.....	27

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information 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, the Basis of Payment, the Electronic Payment Instruments and any other annexes

1.2 Summary

- 1.2.1 The Department of National Defense (DND) requires the services of a contractor for the rental, delivery (including unloading) and picking of articulated boom lifts and elevating platforms (so-called "vehicles"), and as and when required orders for the Montreal area (Longue-Pointe, Saint-Jean-sur-Richelieu and Saint-Hubert Garrison).
- 1.2.2 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), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

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.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Bids

Bids 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 bid solicitation.

You must submit your offer, **by epost Connect, by mail, by facsimile or in person**, prior to the closing date and time:

By mail or in person, at the following address:

Public Services and Procurement Canada
Acquisitions Directorate - Quebec Region
800, rue de la Gauchetière Ouest, Portal South-west, Suite 7300
Montréal, Quebec H5A 1L6

By facsimile, at the following number: (514) 496-3822

Bids may also be submitted using the epost Connect service as detailed in the Standard Instructions.

The following PWGSC Regional Bid Receiving Unit e-mail address is to be used for epost Connect services:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Bids will not be accepted if emailed directly to this e-mail address. This email address is to initiate an epost Connect conversation, as detailed in the 2003 Standard Instructions – section 08.

PWGSC does not guarantee a response if the email is sent **6 days or less** before the closing date of the period.

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.
- Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copies)

Section III: Certifications (1 hard copies)

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex "B" Basis of Payment / Table of rates. Offerors must provide a rate for each item and each year in the table. The total amount of applicable taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "C" 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

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

Section III: 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 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Offeror must have a minimum of 20 vehicles in order to bid. The Offeror must provide a list of 20 vehicles indicating the model and serial number to demonstrate that it has the quantity requested.

It is mandatory to provide, at the time of submission of the offer, the document "list of vehicles" in order to allow the technical evaluation. Failing to do so will render the bid non-responsive.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price – Offer

Based on firm unit rates offered multiplied by the approximate quantities listed in Annex B – Basis of Payment / Rate Tables. The sum of the totals for each of the 2 firm years and the 2 option years will be added to provide the total amount of financial evaluation.

The Offeror must provide prices for all types of telescopic forklifts, even if the estimated quantity is "0". Failing to do so will render the bid non-responsive.

SSAC manual clause:

[A0222T](#) (2014-06-26), Evaluation of Price – Canadian / Foreign Bidders

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 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 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 duly 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 (see Annex D)

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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/programs/employment-equity/federal-contractor-program.html#s4) 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 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the 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 (2017-06-21), 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 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 this section. 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 semester to the Standing Offer Authority at the following email address: richard.sirois@tpsgc-pwgsc.gc.ca

The biannual reporting periods are defined as follows:

- first semester: January 1 to June 30
- second semester: July 1 to December 31

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

Solicitation No. - N° de l'invitation
W0130-18B040/A
Client Ref. No. - N° de réf. du client
W0130-18-B040

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-8-41357

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

The reporting requirements includes, but is not limited to, the following information:

- a. Standing Offer Number;
- b. Standing Offer Title and Description;
- c. Reporting Period (Semestrial and per Fiscal Year);
- d. Total Number of Orders and associated value (applicable taxes included) for the Reporting Period Semester;
- e. Total Number of Orders and associated value (applicable taxes included) (Per Fiscal Year);
- f. Total Number of Orders and associated value (applicable taxes included) (For the duration of the Standing Offer)

Example of the information required in these reports:

REPORT

#W0130-18B040/____/MTA, Articulated Boom Lifts and Elevating Platforms Rental

Offeror : _____

Period : from _____ to _____

Name of the Client – Department	Number of call-up	Amount in dollar
National Defense, Longue-Pointe, Saint-Jean-sur-Richelieu and St-Hubert Garrisons		
Articulated Boom Lift		\$ _____
Elevating Platforms		\$ _____
TOTAL AMOUNT		\$ _____

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 (will be indicated at the issuance of the Standing offer) to _____2021.

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 one (1) year period, from _____2021 to _____2022 and _____2022 to _____2023 (*will be indicated at the issuance of the Standing offer*), under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Richard Sirois
Title: Supply Specialist, Quebec region
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 514-718-5993

E-mail address: richard.sirois@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.

Solicitation No. - N° de l'invitation
W0130-18B040/A
Client Ref. No. - N° de réf. du client
W0130-18-B040

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-8-41357

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

6.5.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____
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: National Defence, for the exclusive use of the representatives of the transportation companies (Cie TPT) of the Longue-Pointe, Saint-Jean-sur-Richelieu and Saint-Hubert Garrisons.

6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 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

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 \$_____ (*will be indicated at the issuance of the standing offer*), unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) 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.

Note: the Standing offer will be issued in Canadian Dollars CAD \$.

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 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2018-06-21); General conditions: Services (medium complexity)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

6.12 Certifications and Additional Information

6.12.1 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.

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 _____ (**must be a province or territory located in Canada**).

Solicitation No. - N° de l'invitation
W0130-18B040/A
Client Ref. No. - N° de réf. du client
W0130-18-B040

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-8-41357

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

6.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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 (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2018-06-21), General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices as specified in Annex “B”. Customs duties are included and Applicable Taxes are extra.

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

6.4.2 Multiple Payments

SACC manual clauses H1001C (2008-05-12), Multiple payments.

6.4.3 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);

6.4.4 SACC Manual Clauses

C2000C (2007-11-30), Taxes – Foreign-based contractor

6.5 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to corroborate the rental time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.6 Insurance

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance

6.7 SACC *Manual* Clauses

[A2000C](#) (2006-06-16), Foreign Nationals (Canadian contractor);
[A2001C](#) (2006-06-16), Foreign Nationals (Foreign contractor);
[A9062C](#) (2011-05-16), Canadian Forces site regulations;
[D0018C](#) (2007-11-30), Delivery and Unloading;

ANNEX "A" STATEMENT OF WORK

1. TITLE

Rental of articulating boom lifts and elevating platforms.

2. DESCRIPTION

The Department of National Defence (DND) requires the services of a contractor for the rental, delivery and unloading, and pickup of articulating boom lifts and elevating platforms (referred to herein as "vehicles"), on an as-ordered basis, for the area of Montreal (Longue-Pointe, Saint-Jean and Saint-Hubert Garrisons).

3. REQUIRED SERVICE

- 3.1. The vehicles are required without an operator.
- 3.2. The vehicles must be of recent build (less than 5 years).
- 3.3. If necessary, the vehicles must be equipped with block heaters during the winter.
- 3.4. For purposes of analysis and prevention only, the base transport officer reserves the right to have technical inspections done 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 vehicle in question was a contributing factor in an accident.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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.
- 3.8. 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.

3.9. Replacement of vehicles due to breakdown

- 3.9.1. The contractor must provide a replacement for vehicles that break down:
 - a) If the vehicle must be replaced due to breakdown caused by normal wear and tear, the contractor must pay the transportation costs.
 - b) If the vehicle must be replaced due to breakdown caused by DND negligence, DND must pay the transportation costs.
- 3.9.2. Swap time
 - a) The contractor must replace vehicles within 24 to 48 hours, depending on the type of vehicle.
- 3.9.3. Service calls for vehicle maintenance and repair
 - a) The contractor must respond to service calls for maintenance within four to eight business hours and to service calls for repairs within 24 business hours, failing which it must replace the vehicle with another of the same type.

4. VEHICLE CATEGORIES

4.1. Boom lift, articulating, electric, 30 feet

Description

Lift height of 29 to 30 feet, working height of 35 to 36 feet.

Upon request, the boom lift must be equipped with non-marking tires.

4.2. Boom lift, articulating, electric, 45 feet

Description

Lift height of 44 to 46 feet, working height of 49 to 52 feet.

Upon request, the boom lift must be equipped with non-marking tires.

4.3. Boom lift, articulating, electric, 60 feet

Description

Lift height of 59 to 61 feet, working height of 64 to 67 feet.

4.4. Boom lift, articulating, gas/propane or diesel, 45 feet, 4 x 4 (including one 33 1/3-lb propane cylinder upon request)

Description

Lift height of 44 to 46 feet, working height of 49 to 52 feet.

For each propane boom lift rented, the contractor must supply on demand one 33 1/3-lb full propane cylinder. The cylinder will be returned to the contractor at the end of the rental term. At the end of the contract, the contractor will refill the cylinder and bill DND for the quantity of propane used.

4.5. Boom lift, articulating, gas/propane or diesel, 60 feet, 4 x 4 (including one 33 1/3-lb propane cylinder upon request)

Description

Lift height of 59 to 61 feet, working height of 64 to 66 feet.

For each propane forklift rented, the contractor must supply on demand one 33 1/3-lb full propane cylinder. The cylinder will be returned to the contractor at the end of the rental term. At the end of the contract, the contractor will refill the cylinders and bill DND for the quantity of propane used.

4.6. Battery-powered scissor lift, 24 to 26 feet, narrow

Description

Platform height of 24 to 26 feet, floor width of 28 to 32 inches, floor length of 89 to 92 inches.

4.7. Battery-powered scissor lift, 24 to 26 feet, wide

Description

Platform height of 24 to 26 feet, floor width of 42 to 46 inches, floor length of 84 to 98 inches.

4.8. Battery-powered scissor lift, 32 to 35 feet, narrow

Description

Platform height of 32 to 35 feet, floor width of 31 to 36 inches, floor length of 84 to 96 inches.

4.9. Battery-powered scissor lift, 32 to 35 feet, wide

Description

Platform height of 32 to 35 feet, floor width of 42 to 48 inches, floor length of 84 to 99 inches.

4.10. Battery-powered scissor lift, 40 feet, narrow

Description

Platform height of 39 to 40 feet, floor width of 47 to 48 inches, floor length of 86 to 96 inches.

4.11. **Battery-powered scissor lift, 40 feet, wide**

Description

Platform height of 39 to 40 feet, floor width of 59 to 69 inches, floor length of 110 to 115 inches.

5. DELIVERY

5.1. Charge for delivery and unloading and pickup of articulating boom lifts and elevating platforms

5.1.1. Delivery will be to various buildings located at the following locations:

- Saint-Jean Garrison
25, Grand Bernier
Hangar H101, Transport
Saint-Jean-sur-Richelieu, Quebec
J0J 1R0
- Saint-Hubert Garrison
Leckie Street
Hangar 2, Transport
Saint-Hubert, Quebec
J3Z 1H6
- Longue-Pointe Garrison
6363, Notre-Dame East
Building 7 south, Transport
Montreal, Quebec
H1N 3V9

For deliveries and pickups at Longue-Pointe Garrison, the contractor must include in its price schedule approximately one hour for security checks on entering and leaving the garrison.

- 5.1.2. When delivering and picking up vehicles, the contractor must have a vehicle loading ramp. Transport includes loading and unloading the vehicles on the ground without assistance.
- 5.1.3. The contractor will be responsible for delivering and picking up the vehicles. Pickups and deliveries must be made within 24 business hours after receiving the order and within four business hours for urgent orders.
- 5.1.4. 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.
- 5.1.5. 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 also on all invoices submitted to DND.

Solicitation No. - N° de l'invitation
W0130-18B040/A
Client Ref. No. - N° de réf. du client
W0130-18-B040

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-8-41357

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

6. EQUIPMENT

6.1. All of the vehicles must have the standard safety equipment described in the *Act respecting occupational health and safety*, c. S-2.1, r.13, section 256, as well as the following equipment:

- Backup alarm
- Strobe light
- Fire extinguishers

ANNEX "B" BASIS OF PAYMENT

The Offeror must provide prices for all types of telescopic forklifts, even if the estimated quantity is "0".

1. RATE

The contractor must provide firm daily, weekly and monthly rates for each category of articulated boom lifts and lift platforms (known as "vehicles") and firm unit rates including all delivery and pick-up charges for the Montreal area for each of the 2 firm years of the standing offer as well as for the 2 option years.

2. CALCULATION OF PRICE

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. If a vehicle is delivered one day early, the rental term will commence on the day the vehicle was requested. 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 on 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	The price for a period of 24 hours or less.
Week	The price for a period of 7 days.
Month	Price for a period of 30 or 31 days, depending on the month. Eg, 10 October to 9 November (31 days) = 1 month

Solicitation No. - N° de l'invitation
W0130-18B040/A
Client Ref. No. - N° de réf. du client
W0130-18-B040

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-8-41357

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

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

Rates for incomplete periods

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

Rental for one (1) month or 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 months X monthly rate
PLUS
Number of additional days X daily rate 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

3. BREAK DOWN

If a vehicle breaks down, the contractor will not invoice for the time the vehicle was out of service (rounded to half a day).

TABLE OF RATES TO BE COMPLETED BY BIDDERS:
→ SEE EXCEL FILE ATTACHED

Solicitation No. - N° de l'invitation
W0130-18B040/A
Client Ref. No. - N° de réf. du client
W0130-18-B040

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-8-41357

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

ANNEX “C” 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).

Solicitation No. - N° de l'invitation
W0130-18B040/A
Client Ref. No. - N° de réf. du client
W0130-18-B040

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-8-41357

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

ANNEXE "D" COMPLETE LIST OF COMPANY BOARD OF DIRECTORS

NOTE TO BIDDERS

WRITE ALL DIRECTOR'S FULL NAMES IN BLOCK LETTERS

PROCUREMENT - BUSINESS NUMBER (PBN) : _____