



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving
- PWGSC

Voir dans le document/
See herein

NA

Québec

NA

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet OCIR Location de chariots élévateur	
Solicitation No. - N° de l'invitation W0106-20S035/A	Date 2021-05-11
Client Reference No. - N° de référence du client W0106-20S035	GETS Ref. No. - N° de réf. de SEAG PW-\$QCL-058-18166
File No. - N° de dossier QCL-0-43255 (058)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-06-22 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée Voir doc.	
Address Enquiries to: - Adresser toutes questions à: Parent, Alexandra	Buyer Id - Id de l'acheteur qcl058
Telephone No. - N° de téléphone (418)563-8334 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE Selon commandes subsequentes Base de Soutien Valcartier Garnison St-Jean et Valcartier Québec Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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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 Security, Financial and 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 made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, Table of rates, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

Project title: Rental of forklifts and pallet trucks

Description:

The Department of National Defence (DND) requires the services of a contractor for the rental, delivery and unloading, and pickup of forklifts and pallet trucks (referred to herein as "vehicles"), on an as-ordered basis, for the following areas:

- a) Zone 1- Montreal (Montréal, Saint-Jean-sur-Richelieu and Saint-Hubert Garrisons)
- b) Zone 2- Quebec (Valcartier Support Base).
- c) Zone 3- Saguenay (Canadian Forces Base Bagotville)

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Buyer ID - Id de l'acheteur
QCL-058
CCC No./N° CCC - FMS No./N° VME

Period of the Standing Offer: 2 years and 2 periods of one year option

Security requirement: There is no security requirement applicable.

1.2.1 epost Connect service

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 Trade Agreements

The requirement is subject to the provisions of the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), World Trade Organization-Agreement on Government Procurement (WTO-GPA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Korea Free Trade Agreement and Canadian Free Trade Agreement (CFTA).

1.4 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.

1.5 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](#) (2020-05-28) 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 Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the request for standing offers, offers transmitted by facsimile will not be accepted.

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: 2019-01](#) 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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 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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

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

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, in accordance with Annex "A" Requirement.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex "B" basis of payment and Table of rates.

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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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

- a) For the sector bid on, the offeror must supply all types of forklifts and pallet trucks describe in annex "A", Requirement. A price must be submitted in the Table of rates in annex "B" Basis of payment attached. For each item, a price must be indicated, even if the planned quantity is "0".

The required vehicles table (Table 1) must be completed. The contractor must indicate the available quantities for rental, for each item, in each zone individually.

TABLE 1 - REQUIRED VEHICLES TABLE

ITEM	VEHICULE CATEGORY	MINIMUM INVENTORY REQUIRED/VEHICULE CATEGORY			QUANTITIES IN INVENTORY AVAILABLE FOR RENTAL		
		ZONE 1 - MONTRÉAL	ZONE 2 - QUÉBEC	ZONE 3 - SAGUENAY	ZONE 1 - MONTRÉAL	ZONE 2 - QUÉBEC	ZONE 3 - SAGUENAY
1	Propane forklift, capacity 3000 lbs to 6000 lbs	6	10	1			
2	Walkie reach stacker electric forklift, capacity 3000 lbs	1	2	0			
3	Electric pallet truck, capacity 4000 lbs to 6000 lbs	2	2	0			
4	Electric forklift, capacity 3000 lbs to 6000 lbs	8	2	0			
5	Electric forklift, capacity 6000 lbs to 10,000 lbs	2	3	0			
6	Diesel or propane forklift, capacity 4000 lbs to 8000 lbs	5	5	0			
7	Diesel or propane forklift, capacity 8000 lbs to 10,000 lbs	2	5	1			
8	Diesel or propane forklift, capacity 10,000 lbs to 15,000 lbs	1	1	2			
9	Diesel forklift, 4-wheel drive, capacity 5000 lbs to 10,000 lbs	2	10	0			
10	Warehouse personnel lift	1	1	0			
11	Diesel forklift, 4-wheel drive, capacity 30,000 lbs to 35,000 lbs	1	1	2			
12	Diesel telescopic forklift, 4-wheel drive, capacity 5000 lbs to 10 000 lbs	0	0	2			
COMPLIANT YES/NO							

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price – Offer

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

For evaluation purposes only, the price of the offer will be evaluated as follow:

The evaluation amount for the standing offer period will be calculated by totalling the following items:

For all firm unit price referred to in Annex B – Table of rates: For each year including optional periods, firm unit price will be multiplied by approximate quantities. The approximate quantities expected as “0” will be considered as “1”, for evaluation purposes. The totals for each year will then be added together to yield a total evaluation amount for all periods combined. The financial evaluation will be concluded for each zone individually.

The total bid price will be evaluated according to the following approximate quantities*:

*The “approximate quantities” specified in the Table of rates are provided solely for the purpose of determining the estimated price for each bid. It is an approximate estimate of the requirement that is provided in good faith and should not be considered a contract guarantee.

4.2 Basis of Selection

An offer must comply with the requirements of the standing offer request and meet all mandatory technical criteria to be declared responsive.

Offeror must have the minimum inventory required for each category of vehicle, to be accepted in a zone and submit. Offeror will be considered for each zone where it has the minimum required per inventory.

4.2.1 Basis of Selection – Mandatory Technical Criteria Only

Zone 1 - Montreal (Montreal, Saint-Jean-sur-Richelieu and Saint-Hubert Garrisons) :

The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer. Up to a maximum of 2 standing offers could be issued. Standing Offers will be ranked 1st and 2nd, and Call-ups will be with first refusal.

Zone 2- Quebec (Valcartier Support Base) :

The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer. A maximum of one standing offers will be issued.

Zone 3- Saguenay (Canadian Forces Base Bagotville) :

The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer. A maximum of one standing offers will be issued.

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

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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirements applicable.

6.2 Financial Capability

There is no financial capability requirements applicable.

6.3 Insurance Requirements

There is no insurance requirements applicable.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with Annex "A", Requirement.

7.2 Security Requirements

7.2.1 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 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.

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QCL-058
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The biannual reporting periods are defined as follows: *(Date to be confirmed at standing offer award)*

- first semester: September 1 to February 28
- second semester: March 1 to August 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.

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

- Standing Offer Number;
- Standing Offer Title and Description;
- Reporting Period (Semestrial and per Fiscal Year);
- Total Number of Orders and associated value (applicable taxes included) for the Reporting Period Semester;
- Total Number of Orders and associated value (applicable taxes included) (Per Fiscal Year);
- 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:

REPPORT

Regional individual standing offer (RISO)

#W0106-20S035/_____/QCL, Lift truck rental

Offeror : _____

Period : from _____ to _____

Name of the Client - Department	Number of call-up	Amount in dollar
National Defense, Zone 1- Montréal : Longue-Pointe, Saint-Jean-sur-Richelieu and St-Hubert Garrisons	_____	\$ _____
National Denfense, Zone 2- Quebec : Valcartier Support Base	_____	\$ _____
National Defense, Zone 3- Saguenay : Canadian Forces Base Bagotville	_____	\$ _____
TOTAL AMOUNT		\$ _____

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer 2 years after rewards.

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 2 periods of one year each, 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 delivery point(s) specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Alexandra Parent
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 418-563-8334
E-mail address: Alexandra.Parent@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.

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 (*Will be confirmed at standing offer award*)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail address: _____

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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified users

The Identified Users authorized to make call-ups against the Standing Offer is: National Defence, for the exclusive use of the representatives the following areas:

- a) Zone 1- Montreal (Montréal, Saint-Jean-sur-Richelieu and Saint-Hubert Garrisons)
- b) Zone 2- Quebec (Valcartier Support Base).
- c) Zone 3- Saguenay (Canadian Forces Base Bagotville)

7.8 Call-up Procedures

Zone 1- Montreal (Montréal, Saint-Jean-sur-Richelieu and Saint-Hubert Garrisons) :

The identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. In other words, call-ups are made based on the "right of first refusal" basis.

Zone 2- Quebec (Valcartier Support Base) :

The identified user will contact the offeror of his zone for call-ups.

Zone 3- Saguenay (Canadian Forces Base Bagotville) :

The identified user will contact the offeror of his zone for call-ups.

7.9 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
 - 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.
 -

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$ 40 000** (Applicable Taxes included).

7.11 Financial Limitation (*Will be confirmed at standing offer award*)

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 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 – Table of rates;
- g) Annex C, Electronic payment instrument;
- h) the Offeror's offer dated _____.

7.13 Certifications and Additional Information

7.13.1 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.

7.14 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 Québec.

7.15 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.

7.1 Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2020-05-28), [General Conditions - Services \(Medium Complexity\)](#) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of [2010C](#) (2020-05-28), [General Conditions - Services \(Medium Complexity\)](#) apply to and form part of the Contract will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price specified in Annex "B", Basis of payment-Table of rates. 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.

7.5.2 Single Payment

For rentals of one (1) month or less, the Identified User will make a single payment.

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

7.5.3 Monthly payment

For rentals longer than one month, the Identified User will make monthly payments.

SACC Manual clause [H1008C](#) (2008-05-12), Monthly Payment

7.5.4 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204- Direct Request by Customer Department.

7.5.5 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);

7.6 Invoicing Instructions

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

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.

7.7 Insurance

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

7.8 SACC Manual Clauses

[D0018C](#) (2007-11-30), Delivery and Unloading

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A" REQUIREMENT

1. TITLE

Rental of forklifts and pallet trucks

2. SUBJECT

The Department of National Defence (DND) requires the services of a contractor for the rental, delivery and unloading, and pickup of forklifts and pallet trucks (referred to herein as "vehicles"), on an as-needed basis, for the following areas:

- a) Zone 1- Montreal (Montréal, Saint-Jean-sur-Richelieu and Saint-Hubert Garrisons)
- b) Zone 2- Quebec (Valcartier Support Base).
- c) Zone 3- Saguenay (Canadian Forces Base Bagotville)

3. SERVICE REQUIRED

- 3.1. The vehicles are required without an operator.
- 3.2. The vehicles must be recent (less than 5 years old) and clean (well cleaned, no dirt which could be a safety risk). They must be in excellent mechanical condition, and will be subject to inspection without notice by our Fleet Management or authorized representative. Vehicle equipment and mechanical condition must meet government requirements, as indicated in the *Regulation respecting occupational health and safety*, R.S.Q., c. S-2.1, r. 13, s. 256 available at <http://legisquebec.gouv.qc.ca/en/showdoc/cr/S-2.1,%20r.%2013#se:256>
- 3.3. If necessary, vehicles must have block heaters during winter.
- 3.4. For purposes of analysis and prevention only, the Base Transport Officer reserves the right to do technical inspections on all vehicles for which we have doubts about inspection and maintenance. This inspection will only take place if there is reason to believe that the mechanical condition of said vehicle was a contributing factor to 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 normal vehicle maintenance (such as but not limited to; lubrication, oil change, tune-up, etc.) throughout the rental period. All maintenance services 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 and the repairs costs.
 - b) If the vehicle must be replaced due to breakdown caused by DND negligence, DND must pay the transportation costs.
- 3.9.2. Replacement time:
 - a) The contractor must replace vehicles within 24 to 48 hours, for all type of vehicle.
- 3.9.3. Service calls for vehicle maintenance and repair:
 - a) The contractor must respond to a service call for maintenance within 4 to 8 business hours and must service the vehicle within 24 business hours, otherwise the vehicle must be replace with another of the same type.
- 3.9.4. Emergency repairs*:
 - a) The Contractor must be able to send a technician for emergency repairs within 2 hours during operations hours, between the hours of 7h00 AM and 3h00 PM.

*emergency: considered to be a situation that significantly affects DND operations.

4. VEHICLE CATEGORIES

4.1. Propane forklift, capacity 3000 to 6000 lb (including two 33 1/3 lb propane cylinders on demand)

Description:

Mast in three sections with side shifter, free height 45 inches, inflatable or solid tires, maximum height of closed mast 84 inches from floor, single front wheel, minimum lift height of forks 185 inches.

Enclosed cab must be supplied on demand.

For each propane forklift rented, the contractor must supply on demand two (2) 33 1/3 lb full propane cylinders. The cylinders 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, at market rate, for the quantity of propane used.

4.2. Walkie reach stacker electric forklift, capacity 3000 lb

Description:

Capacity 3000 lb, forks 24 inches apart on centre, height of lowered mast 71 inches, lift height 150 inches, retractable/extendable forks, reach 24 inches. Battery charger must be included in firm rental rate. Battery to be chargeable via 110 volt onboard charger or 550/600 volt standalone charger.

4.3. Electric pallet truck, capacity 4000 to 6000 lb

Description:

Electric pallet truck (must be powered by rechargeable 24 volt battery or equivalent), solid tires, overall length 83 inches, fork length 48 inches, lift height 6 inches. . Battery to be chargeable via 110 volt onboard charger or 550/600 volt standalone charger.

4.4. Electric forklift, capacity 3000 to 6000 lb

Description:

Mast in three sections with side shifter, free height between 35 and 45 inches, solid tires, 3 or 4 wheels, maximum height of lowered mast 84 inches from floor, minimum lift height of forks 185 inches. Battery charger 550/600 volt, 60 cycle, 3 phase must be included in firm rental rate. If requested by project leader, the vehicle must be fitted for 220 volt or 550 volt connection.

4.5. Electric forklift, capacity 6,000 to 10,000 lb

Description

Mast in three sections with side shifter, free height between 35 and 45 inches minimum, inflatable or solid tires, maximum height of closed mast 84 inches from floor, single front wheel, minimum lift height of forks 185 inches. On request by the Project Authority, the vehicle must be equipped with forks of 48 to 84 inches. A battery charger, 550/600 volt, 60

cycle, 3 phase, must be included in the firm rental rate. On request by the Project Authority, the vehicle must be fitted for 220-volt or 550-volt connection.

4.6. Diesel or propane forklift, capacity 4000 to 8000 lb

Description:

Mast in three sections with side shifter, free lift height between 42 and 45 inches, inflatable tires, single wheels or dual load wheels, maximum height of lowered mast between 84 and 91 inches from floor, minimum lift height 185 inches when loaded.

An enclosed cab must be supplied on demand for the propane forklift.

4.7. Propane or diesel forklift, capacity 8,000 to 10,000 lb (including two 33 $\frac{1}{3}$ -lb propane cylinders upon request)

Description

Mast in three sections with side shifter, free lift height between 42 and 45 inches, inflatable tires, single wheels or dual load wheels, maximum height of lowered mast 91 inches from floor, minimum lift height 185 inches when loaded. On request by the Project Authority, the vehicle must be equipped with forks of 48 to 84 inches. An enclosed cab must be supplied upon request.

For each propane forklift rented, the Contractor must supply, on request, two (2) 33 $\frac{1}{3}$ -lb full propane cylinders. The cylinders 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, at market rate, for the quantity of propane used.

4.8. Propane or diesel forklift, capacity 11,000 to 15,000 lb (including two 33 $\frac{1}{3}$ -lb propane cylinders upon request)

Description

Mast in three sections with side shifter, free lift height between 42 and 45 inches minimum, inflatable tires, single wheels or dual load wheels, maximum height of lowered mast 91 inches from floor, minimum lift height 185 inches when loaded.

An enclosed cab must be supplied upon request.

For each propane forklift rented, the Contractor must supply, on request, two (2) 33 $\frac{1}{3}$ -lb full propane cylinders. The cylinders 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, at market rate, for the quantity of propane used.

4.9. Diesel forklift, 4-wheel drive, capacity 5000 to 10,000 lb

Description:

Mast with minimum lift height of 12 feet, dual front wheels, side shifter, maximum fork length 39.5 inches, with 80 inch fork extensions available on demand. Protective screen behind

forks must not be wider than a standard pallet (39.5 inches). Efficient air conditioning and heating system.

Forklift trucks equipped with "tractor" style single wheels, standard forks with a length of 47 inches or 72 inches, a protective screen measuring 79 inches wide and without air conditioning are also accepted.

4.10. **Warehouse personnel lift**

Description:

Single-person lift, platform lift height between 14 and 17 feet. Electrical power supply 24 V / 192 Ah. Must be capable of maneuvering through aisles 32 inches in width. The vehicle must be equipped with work lights and a position light.

4.11. **Diesel forklift, 4-wheel drive, capacity 30,000 to 35,000 lb**

Description:

Mast in three sections with side shifter, free lift height between 42 and 45 inches minimum, pneumatic tires, single wheels or dual load wheels, maximum height of lowered mast 91 inches from floor, minimum lift height 185 inches when loaded.

An enclosed cab must be supplied upon request.

4.12. **Forklift, telescopic boom, 4-wheel drive, capacity 5,000 to 10,000 lb**

Description:

Mast with minimum lift height of 17 feet, dual front wheels, side shifter, maximum fork length 39.5 inches, with 96 inch fork extensions available on demand. Protective screen behind forks must not be wider than a standard pallet (39.5 inches). Efficient air conditioning and heating system. The forks must have a hydraulic system to adjust the width.

5. DELIVERY

5.1. Charge for delivery and unloading and pickup of forklifts and pallet trucks

- 5.1.1. Delivery will be to various buildings in Valcartier Support Base and to various buildings in Montreal, Saint-Jean-sur-Richelieu and Saint-Hubert Garrisons and in Canadian Forces Base Bagotville. For deliveries and pickups at Montreal 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. The loading and unloading of vehicles will be carried out at ground level and without assistance.
- 5.1.3. The contractor will be responsible for delivering and picking up the vehicles. Pickups and deliveries must be made within 24-48 business hours after receiving the order and within 4 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 or 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.

6. EQUIPMENT

- 6.1. All vehicles in categories items 4.1, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.11 and 4.12 must have the standard safety equipment described in the *Regulation respecting occupational health and safety*, R.S.Q., c. S-2.1, r. 13, s. 256 available at http://legisquebec.gouv.qc.ca/en/showdoc/cr/S-2.1,%20r.%2013#se:256_1

as well as the following:
 - back-up alarm;
 - rotating beacon;
 - fire extinguishers.
- 6.2. All vehicles in categories items 4.2, 4.3 and 4.10 must have the standard safety equipment described in the *Regulation respecting occupational health and safety*, R.S.Q., c. S-2.1, r. 13, s. 256 available at http://legisquebec.gouv.qc.ca/en/showdoc/cr/S-2.1,%20r.%2013#se:256_1

ANNEX "B" BASIS OF PAYMENT

1. RATES

The contractor must submit, in accordance with the requirement (Annex A), in Annex B, Table of rates. Table firm all-inclusive daily, weekly and monthly rates in Canadian dollars, (applicable taxes extra), for each category of forklift or pallet truck (referred to herein as "vehicles"), and firm all-inclusive unit rates for the delivery and pickup of the vehicles in zone 1- the Montreal area (Montreal, Saint-Jean-sur-Richelieu and Saint-Hubert Garrisons); in zone 2 - the Quebec area (Valcartier Support Base) and in zone 3 - the Saguenay area (Bagotville Canadian forces base) for the term of the standing offer and the two optional one-year terms.

2. CALCULATING PRICES

Calculation of rental rates starts on the date when delivery of the vehicle was requested and the vehicle is delivered to the location stated when the request was made. 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 November 23, 2021. The vehicle is delivered November 22, 2021. The rental term starts on November 23, 2021.

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. e.g., October 10 to November 9 (31 days) = 1 month

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

Rates for incomplete periods

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

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

Rental for over 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. BREAKDOWNS

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

Solicitation No. - N° de l'invitation
W0106-20S035/A
Client Ref. No. - N° de réf. du client
W0106-20S035

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-0-43255

Buyer ID - Id de l'acheteur
QCL-058
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);