



National Defence

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

Kelsey Lawrence
343-572-4397
kelsey.lawrence2@forces.gc.ca

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition à : Défense nationale
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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaires

Title – Titre Heavy Equipment Rental	Solicitation No. – No de l’invitation W3372-225024/A
Date of Solicitation – Date de l’invitation 7 March 2022	
Address Enquiries to: – Adresser toutes questions à : Kelsey Lawrence: kelsey.lawrence2@forces.gc.ca	
Telephone No. – No de telephone 343-572-4397	FAX No. – No de fax N/A
Destination See Statement of Requirement herein.	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Solicitation Closes – L’invitation prend fin At – à : 2:00 PM EDT On - le : 21 March 2022
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Delivery Required – Livraison exigée See herein.
Vendor Name and Address – Raison sociale et adresse du fournisseur [Bidder to insert]
Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie) [Bidder to insert]
Name – Nom _____
Title – Titre _____
Signature _____
Date _____

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 SECURITY REQUIREMENTS4

1.2 STATEMENT OF REQUIREMENT4

1.3 DEBRIEFINGS4

1.4 TRADE AGREEMENTS4

PART 2 - BIDDER INSTRUCTIONS 4

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS4

2.2 ELECTRONIC SUBMISSION OF BIDS.....5

2.3 ENQUIRIES - BID SOLICITATION.....5

2.4 APPLICABLE LAWS.....6

PART 3 - BID PREPARATION INSTRUCTIONS..... 6

3.1 BID PREPARATION INSTRUCTIONS6

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 7

4.1 EVALUATION PROCEDURES.....7

4.2 BASIS OF SELECTION.....7

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 7

5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION8

PART 6 - RESULTING CONTRACT CLAUSES 8

6.1 SECURITY REQUIREMENTS8

6.2 STATEMENT OF REQUIREMENT8

6.3 STANDARD CLAUSES AND CONDITIONS9

6.4 TERM OF CONTRACT9

6.5 AUTHORITIES10

6.6 PAYMENT10

6.7 INVOICING INSTRUCTIONS11

6.8 CERTIFICATIONS11

6.9 APPLICABLE LAWS.....11

6.10 PRIORITY OF DOCUMENTS11

6.11 DEFENCE CONTRACT12

6.12 INSURANCE12

6.13 VEHICLE SAFETY12

6.14 CANADIAN FORCES SITE REGULATIONS.....12

6.15 EXCESS GOODS12

6.16 DELIVERY AND UNLOADING12

6.17 VEHICLES- LONG TERM LEASE12

6.18 QUALITY ASSURANCE.....13

6.19 DISPUTE RESOLUTION SERVICES13

6.20 INSPECTION AND ACCEPTANCE13

6.21 MINIMUM WORK GUARANTEE13

ANNEX "A" 14

STATEMENT OF REQUIREMENT14

ANNEX "B" 18

PRICING SCHEDULE18

CORRECTIVE MAINTENANCE	20
ANNEX C	21
ELECTRONIC PAYMENT INSTRUMENTS.....	21
ATTACHMENT 1 TO PART 4.....	22
MANDATORY TECHNICAL CRITERIA.....	22

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements associated with this requirement.

1.2 Statement of Requirement

The requirement is detailed in Annex "A".

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the following trade agreements:

- a. World Trade Organization Agreement on Government Procurement (WTO-AGP)
- b. Canada-Chile Free Trade Agreement (CCFTA)
- c. Canadian Free Trade Agreement (CFTA)
- d. Canada-Peru Free Trade Agreement (CPFTA)
- e. Canada-Columbia Free Trade Agreement (CCoIFTA)
- f. Canada-Panama Free Trade Agreement (CPanFTA)
- g. Canada-Honduras Free Trade Agreement (CHFTA)
- h. Canada-Korea Free Trade Agreement (CKFTA)
- i. Canada-United Kingdom Trade Continuity Agreement (Canada-UK FTA)
- j. Canada-Ukraine Free Trade Agreement (CUFTA)
- k. Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- l. Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020-05-28) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.

-
- c) Section 05, Submission of Bids – Subsection 3 is deleted.
 - d) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

Send its bid only to the address specified in the bid solicitation.
 - e) Section 06, Late Bids, Is deleted in its entirety;
 - f) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
 - g) Subsection 1 of Section 08, Transmission by Facsimile and ePost Connect, is deleted in its entirety.

2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) **Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile and ePost Connect will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (one (1) soft copy)
- Section II: Financial Bid (one (1) soft copy)
- Section III: Certifications (one (1) soft copy)
- Section IV: Additional Information (one (1) soft copy)

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

Bidders may use Annex B to indicate their prices. If Bidders choose to use Annex B to indicate their prices, Bidders must include Annex B in their financial bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex B entitled Pricing Schedule.

Bids must be submitted in Canadian dollars.

Pricing - Multi-Item Bid Solicitation

Bidders may submit prices for any or all items identified in the bid solicitation.

3.1.1 Electronic Payment of Invoices – Bid

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 nonresponsive.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Bids will be assessed on an item by item basis as such multiple contracts may be awarded under this solicitation.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The mandatory technical criteria is listed in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at (Wainwright AB) Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated total price on an item by item basis will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless otherwise specified, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 bid non-responsive.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **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.

5.1.2 Integrity Provisions – Required Documentation

In accordance with 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Requirement

The Contractor must perform the Work in accordance with the Statement of Requirement at Annex "A".

6.2.1 Authorized Operators

The Contractor authorizes the Department of National Defence to utilize various operators, some of which will be under the age of 25 years old. All Department of National Defence heavy equipment operators are qualified to operate the list of heavy equipment specified in Table 1 of Annex A.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

6.3.1 General Conditions

2010C (2021-12-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from 28 March 2022 to 15 June 2022 inclusive.

6.4.2 Delivery Date

All the deliverables **must** be received on or before 28 March 2022.

6.4.3 Delivery Point

Delivery of the requirement will be made to:

Canadian Maneuver Training Centre (CMTC) – CFB Wainwright
EX MAPLE RESOLVE
Bldg 619 Gunner Road
Denwood, AB, T0B 1B0

ATTN: **[To be inserted at Contract Award]**

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kelsey Lawrence
Title: Materiel Acquisition and Support Officer
Position: A/Directorate of Land Procurement 2-3-2
Department of National Defence
Address: 101 Colonel By Drive
Ottawa, ON K1A 0K2
Telephone: 343-572-4397
E-mail address: kelsey.lawrence2@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

[To be inserted at Contract Award]

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

[To be inserted at Contract Award]

6.6 Payment

6.6.1 Basis of Payment- Rental of Equipment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B for a cost of \$ [To be inserted at Contract Award]. Customs duties are included and Applicable Taxes are extra.

6.6.1.1 Corrective Maintenance

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract for the corrective maintenance, the Contractor will be paid a firm price as specified by the Contracting Authority in writing. 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.

6.6.2 Terms of Payment

SACC Manual Clause [H1001C](#) (2008-05-12), Multiple Payments

6.6.3 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

6.7 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 the release document and any other documents as specified in the Contract;
 - b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 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 **[To be inserted at Contract Award]**.

6.8 Certifications

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ **[To be inserted at Contract Award]**.

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) Articles of Agreement;
- (b) General Conditions 2010C (2021-12-02) - Services (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Pricing Schedule;
- (e) Contractor's bid dated **[To be inserted at Contract Award]**

6.11 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

6.12 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance- No Specific Requirement

6.13 Vehicle Safety

Each vehicle supplied pursuant to the Contract must meet the applicable provisions of the [Motor Vehicle Safety Act](#), S.C. 1993, c. 16, and the applicable regulations that are in force on the date of its manufacture.

6.14 Canadian Forces Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

6.15 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

6.16 Delivery and Unloading

- a) Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
- b) When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
- c) At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

6.17 Vehicles- Long Term Lease

- a) The Contractor must not insure the risks to Canada arising from the use or operation of vehicles leased by Canada on a long-term basis (over 30 days) except where Provincial law makes it mandatory for the Contractor to insure any leased vehicles. Where Provincial law makes it mandatory to insure a leased vehicle, the Contractor must obtain insurance coverage in respect of the vehicle supplied under the lease, and a copy or evidence of such insurance is to be provided to Canada.
- b) Canada may decide not to purchase Collision, All Perils or Comprehensive insurance. The option that must be chosen by Canada when renting a vehicle must depend on the applicable Treasury Board Risk Management Policy.

-
- c) In the event of an accident that is self-insured by Canada (as Lessee), Canada must obtain a written estimate for the repairs and, in consultation with the Contractor (as Lessor), must decide where the repairs are to be performed. If the Contractor decides to have the damage repaired at another place and the cost of said repairs is higher than the estimate obtained by Canada, Canada must only pay the lesser amount. Further, if the Contractor decides that the vehicle is to be repaired at a place other than the place Canada chooses, the Contractor must be responsible to pay transport costs of the vehicle to the alternate location.
- d) When a rental vehicle is in a disabling accident, all rental charges must cease on said vehicle.

6.18 Quality Assurance

SACC Manual clause [D5545C](#) (2019-05-30) ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

6.19 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

6.20 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.21 Minimum Work Guarantee

In the event that Canada does not require the equipment for the full duration of the period of the Contract, Canada will pay the Contractor the total rented value performed of the item as noted in Annex B plus 10% of the remaining rental value of the item being returned.

Canada will have no obligation to the Contractor if Canada terminates the Contract in whole or in part for default.

ANNEX "A"

STATEMENT OF REQUIREMENT

1 Requirement

1.1 Department of National Defence (DND) requires the Contractor to provide the following in support of DND's ongoing training:

- 1.1.1 The rental of the equipment listed in Table 1 without an operator as noted in para 1.1;
- 1.1.2 The performance of planned/warranty maintenance by Contractor personnel as noted in para 2.2; and
- 1.1.3 Field repair of the equipment listed in Table 1 as noted in paragraph 2.3.
- 1.1.4 Replacement of the equipment listed in Table 1 as noted in paragraph 7.

TABLE 1

Equipment	Minimum Capacities	Qty	Dates Required
Articulated Wheeled Loader	<ul style="list-style-type: none"> • Forks required • Minimum 2.2 cu yd bucket • Dump clearance at max. rise: minimum 9.4 ft 	2	28 March to 15 June 2022
Backhoe	<ul style="list-style-type: none"> • Minimum Dig Depth: 14 ft 	2	28 March to 15 June 2022
Skid Steer	<ul style="list-style-type: none"> • Clearance at max. lift and dump: minimum 7.5 ft • Reach at max. lift and dump: minimum 28 ft • Attachments needed: <ul style="list-style-type: none"> ○ Bucket ○ 10 in auger ○ Forks 	4	28 March to 15 June 2022
Articulated Dump Truck	<ul style="list-style-type: none"> • Minimum Heaped Capacity: 21.7 cu yd 	2	28 March to 15 June 2022
Dump Truck	<ul style="list-style-type: none"> • Tandem Axle • 10 cu yd capacity 	2	28 March to 15 June 2022
Compactor	<ul style="list-style-type: none"> • Single Drum Smooth • Roller width: 7ft 	1	28 March to 15 June 2022
Grader	<ul style="list-style-type: none"> • Moldboard Wid/Hth/thick:14 ft/27 in/1 in • Blade Down Pressure: 30440 lb 	2	28 March to 15 June 2022
Excavator	<ul style="list-style-type: none"> • Reach 34 ft reach • Digging depth 24 ft 	1	28 March to 15 June 2022
Dozer	<ul style="list-style-type: none"> • Blade Width 130 in • 150 HP 	1	28 March to 15 June 2022

2 Rental of Equipment

2.1 Equipment Requirements

- 2.1.1 Equipment provided must be concurrent with models listed as "Current" or "Non-Current" in the "Rental Rates" section of the Heavy Constructions Association 2020 Directory of Alberta, Saskatchewan, or Manitoba. Models listed in the "Previous Models" section will not be considered for this requirement.

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- 2.1.2 All equipment provided by the Contractor must meet the provisions of the Canada Safety Act and Government Motor Vehicle specifications. All original manufacturers' components along with attachments must be in working order.
 - 2.1.3 All equipment provided by the Contractor must come with the necessary equipment for safe operation including, lights, signaling devices, horns, reverse indicators and seat belts.
 - 2.1.4 All equipment provided by the Contractor must be equipped to operate with all necessary equipment including lighting after sunset and until sunrise.
 - 2.1.5 All equipment provided by the Contractor must be supplied with replacement parts for ancillary equipment which can be replaced by the operator or first line maintenance personnel. E.g. bucket teeth and pins
 - 2.1.6 The Contractor must ensure that all equipment registration, permits, licenses, and certificates of approval applicable to the types of vehicles listed in Table 1 are up to date and in the possession of the Contractor as required by Federal, Provincial and Municipal laws. Upon request by the Contracting Authority, the Contractor must provide a copy of any such registration, permit, license, or certificate to Canada.
 - 2.1.7 The Contractor warrants that all vehicles are mechanically operational, have no outstanding recalls and meet a high standard of repair to minimize potential down time and are less than five years from date of manufacture.

3 Process - Delivery

- 3.1 The Contractor is responsible for the delivery, unloading, set to work, initial demonstration of working condition and inspection of the equipment.
- 3.2 The Contractor shall deliver the equipment to the delivery site and unloaded the equipment from the delivery vehicle.
- 3.3 The Contractor shall set to work each piece of equipment such that it is ready to operate. Set to Work may include checking all fluid levels, installing any equipment stored for transport or any other requirement to ensure the equipment is safe to operate.
- 3.4 The Contractor shall perform all the functions of the equipment to verify the equipment's complete functionality with the onsite Federal Government Personnel (CMTC Staff/MSE Staff/Technical Authority), such that the functionality can be agreed and recorded on a Contractor supplied form.
- 3.5 The Contractor is responsible to conduct an inspection of the vehicle with the onsite Federal Government Personnel (CMTC Staff/MSE Staff/Technical Authority), such that the equipment condition can be agreed and recorded on a Contractor supplied form.

4 Process - Pick-up

- 4.1 The Contractor is responsible for the pick-up, loading, and functionality check, preparation for transport and inspection of the equipment.
- 4.2 The Contractor shall pick up the equipment and load it onto the pick-up vehicle from a location mutually agreed by the Technical Authority.
- 4.3 The Contractor shall prepare the equipment for transport which may include removal of fluids, various components and storing any loose equipment.
- 4.4 The Contractor shall perform all the functions of the equipment to verify the equipment's complete functionality with the onsite Federal Government Personnel (CMTC Staff/MSE Staff/Technical

Authority), such that the functionality can be agreed and recorded on a Contractor supplied form.

5 **Planned Maintenance**

- 5.1 All equipment provided by the Contractor must be up to date on all planned maintenance and have no outstanding recalls.
- 5.2 The Contractor must provide to the Technical Authority a planned maintenance schedule for planned maintenance that must be performed on the equipment during the period of the Contract.
- 5.3 The Contractor will be responsible to perform the planned maintenance in accordance with the planned maintenance schedule provided to the Technical Authority for each piece of equipment rented under the Contract. The Contractor must supply all tools, labour, parts and consumable materials for the planned maintenance.
- 5.4 All planned maintenance to be performed during the rental of equipment must be of a duration two (2) hours or less. Any planned maintenance that requires a duration of two (2) or more hours will require the equipment to be replaced prior to the performance of the planned maintenance or a deferment of the specific planned maintenance routine.
- 5.5 The Contractor will co-ordinate the availability of the equipment for planned maintenance with the Technical Authority.

6 **Corrective Maintenance**

- 6.1 The Contractor is responsible to perform all corrective maintenance for each piece of equipment rented under the Contract. The Contractor must supply all tools, labour, parts and consumable materials for the corrective maintenance.
- 6.2 The Contractor must provide corrective maintenance service to the equipment twenty-four (24) hours, seven (7) days a week, including holidays with a response time (on site at equipment) within three (3) hours of being informed of a requirement for corrective maintenance.
- 6.3 The Contractor must provide a point of contact that is available by phone twenty-four (24) hours, seven (7) days a week, including holiday's in order to receive the request for corrective maintenance to be performed.
- 6.4 The Contractor is responsible to ensure that if there is a breakdown, equipment failure or if unserviceable due to an accident, and it is expected that the repair will exceed four (4) hours from the time the contractor arrives on site, the contractor will continue with repairs or will provide, at no expense to Canada, a replacement piece of rental equipment of equal or greater value. The decision to continue with repairs or provide a replacement piece of equipment will be based on mutual agreement with the onsite Federal Government Personnel (CMTC Staff/MSE Staff/Technical Authority). When a mutually agreeable decision has been made for replacement equipment, the equipment must be replaced within twenty-four (24) hours of the initial request for corrective maintenance.
- 6.5 The Contractor is responsible to maintain a register of corrective maintenance performed. The register must include the tombstone date of the equipment, the date and time of the request for corrective maintenance, the date and time of the equipment being deemed serviceable and details of the repair in terms of faults, probable cause, part used and labour time to repair. Each repair in the register must be verified by the onsite Federal Government Personnel (CMTC Staff/MSE

Staff/Technical Authority) and the register must be delivered to the Contracting Authority and Technical Authority at the completion of the contract.

7 Replacement Equipment

- 7.1 The Contractor is responsible for the replacement of equipment when required.
- 7.2 All replacement equipment is subject to the provisions of paragraphs 1 through 6 of this SOR in the same manner as the original equipment.
- 7.3 Replacement equipment will be delivered prior to the original equipment being removed to ensure minimal disruption to task sites.

ANNEX "B"

PRICING SCHEDULE

All prices must be bid as firm prices in Canadian Dollars, Delivery Duty Paid Wainwright Alberta, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

The Bidders must complete this pricing schedule and include it in its financial bid once completed. The Bidders must include a price for all items, however, if the Bidders do not intend to bid on an item, insert N/A in the line item. If the price of the item is included in another item, then \$0.00 should be entered on the line as well as a statement made to the effect by including the words "Included in item XX."

For Example:

Item	Equipment	QTY	Firm Rate (A)	Estimated Days (B)	Total Evaluated Price (A x B)	Applicable Taxes (%)
1	Articulated Wheeled Loader	1	\$1.00	80	\$80.00	5 %
1.A	Forks	1	\$0.00 Price included in #1	80	\$0.00	0 %

The Bidders should ensure that the Applicable Taxes are indicated as per Table 1 below. Applicable Taxes are not included in the evaluated price. The information in this Annex will form part of the resulting contract.

Bidders are to review paragraph 3.1 Bid Preparation Instructions Section II Financial bid for instructions on the completion of the Pricing Schedule.

The firm rates provided by the Bidders must include the following costs at a minimum:

- Direct cost of rental of the equipment
- Insurance (for the Contractor's use)
- All planned maintenance
- All corrective maintenance (attributable to the Contractor)
- Delivery and Pickup
- Unloading/loading
- Set to work
- Replacement equipment
- Any associated travel and living with any of the above

Table 1: Pricing Table

Item	Equipment	QTY	Firm Rate (A)	Estimated Days (B)	Total Evaluated Price (A x B)	Applicable Taxes (%)
1	Articulated Wheeled Loader	1	\$ _____	80	\$ _____	_____ %
1.A	Forks	1	\$ _____	80	\$ _____	_____ %
2	Articulated Wheeled Loader	1	\$ _____	80	\$ _____	_____ %
2.A	Forks	1	\$ _____	80	\$ _____	_____ %
3	Backhoe	1	\$ _____	80	\$ _____	_____ %
4	Backhoe	1	\$ _____	80	\$ _____	_____ %
5	Skid steer	1	\$ _____	80	\$ _____	_____ %
5.A	Bucket Attachments	1	\$ _____	80	\$ _____	_____ %
5.B	10 in Auger Attachments	1	\$ _____	80	\$ _____	_____ %
5.C	Forks Attachments	1	\$ _____	80	\$ _____	_____ %
6	Skid steer	1	\$ _____	80	\$ _____	_____ %
6.A	Bucket Attachments	1	\$ _____	80	\$ _____	_____ %
6.B	10 in Auger Attachments	1	\$ _____	80	\$ _____	_____ %
6.C	Forks Attachments	1	\$ _____	80	\$ _____	_____ %
7	Skid steer	1	\$ _____	80	\$ _____	_____ %
7.A	Bucket Attachments	1	\$ _____	80	\$ _____	_____ %
7.B	10 in Auger Attachments	1	\$ _____	80	\$ _____	_____ %
7.C	Forks Attachments	1	\$ _____	80	\$ _____	_____ %
8	Skid steer	1	\$ _____	80	\$ _____	_____ %
8.A	Bucket Attachments	1	\$ _____	80	\$ _____	_____ %
8.B	10 in Auger Attachments	1	\$ _____	80	\$ _____	_____ %
8.C	Forks Attachments	1	\$ _____	80	\$ _____	_____ %
9	Articulated Dump Truck	1	\$ _____	80	\$ _____	_____ %

10	Articulated Dump Truck	1	\$ _____	80	\$ _____	_____ %
11	Dump Truck	1	\$ _____	80	\$ _____	_____ %
12	Dump Truck	1	\$ _____	80	\$ _____	_____ %
13	Compactor	1	\$ _____	80	\$ _____	_____ %
14	Grader	1	\$ _____	80	\$ _____	_____ %
15	Grader	1	\$ _____	80	\$ _____	_____ %
16	Excavator	1	\$ _____	80	\$ _____	_____ %
17	Dozer	1	\$ _____	80	\$ _____	_____ %

Corrective Maintenance

If the equipment requires corrective maintenance as described in Annex A para 6 and the Government of Canada was at fault for the damage, written approval from the Contracting Authority and Technical Authority must be provided prior to any corrective maintenance being performed. (See para 6.17 of the Contract)

ANNEX C

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

ATTACHMENT 1 TO PART 4

MANDATORY TECHNICAL CRITERIA

Bidder Information

Complete Legal Name of the Company	
Address	
City	
Province	
Postal Code	
Contact Person	
Position/Title	
Email address	
Telephone Number	

Mandatory Technical Criteria (MT)		Bid Preparation Instructions At a minimum, the following must be provided
MT.1	The Bidder must demonstrate a minimum of one (1) year experience providing heavy equipment rentals in the last three (3) years.	In order to meet this requirement, the Bidder must provide Business License/Invoices/Contracts to support the time frame being requested in this criteria.
MT.2	The Bidder must demonstrate that they have the capacity to provide 24/7 repair and maintenance service within 3 hours of being notified of a requirement for a repair.	In order to meet this requirement, the Bidder must have available service support including an after-hours number contact number within the time frame noted in the criteria.