

Solicitation No. - N° de l'invitation  
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Client Ref. No. - N° de réf. du client  
W8484-22-0109

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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 Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the PWGSC-TPSGC 942 - Call-up against a Standing Offer, and Mandatory Technical Criteria.

### **1.2 Summary**

- 1.2.1 The Department of National Defence (DND) / Canadian Armed Forces (CAF) requires the rental of material handling equipment (MHE) and construction equipment to be used for camp construction and maintenance until 2024 on a request basis in Mihail Kogălniceanu Air Base, Romania.
- 1.2.2 \*NEW\* COVID-19 vaccination requirement  
This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

### **1.3 Security Requirements**

There are no security requirements associated with this requirement

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#### 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

Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with section 17.

**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 Offeror or Standing Offer Authority.** Larger offers may be submitted through more than one e-mail. The Standing Offer Authority will confirm receipt of documents. It is the Offeror's responsibility to ensure that the Standing Offer Authority has received the entire submission. Offeror's should not assume that all documents have been received unless the Standing Offer Authority confirms receipt of each document. In order to minimize the potential for technical issues, Offeror's 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.

If your offer is transmitted by electronic mail (e-mail), Canada will not be responsible for late offers received at destination after the closing date and time.

#### 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

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comply with Treasury Board policies and directives on contracts awarded to FPS, offeror's 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:

- An individual;
- An individual who has incorporated;
- A partnership made of former public servants; or
- 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:  
name of former public servant;  
date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

## Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES ( ) NO ( )

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If so, the Offeror must provide the following information:

Name of former public servant;  
Conditions of the lump sum payment incentive;  
Date of termination of employment;  
Amount of lump sum payment;  
Rate of pay on which lump sum payment is based;  
Period of lump sum payment including start date, end date and number of weeks;  
Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

#### 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)

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(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**

Due to the nature of the RFSO, offers transmitted by epost Canada service, by facsimile or in hard copy will not be accepted.

Canada requests that the Offeror submits its offer by email separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications  
Section IV: Additional Information

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

**Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex B of this bid solicitation. The total amount of applicable taxes must be shown separately, if applicable.

In the Financial offer, the Offeror shall include All-inclusive Rates for the provision of services, as described in the Statement of Work. When calculating the Rates, Offerors should consider all potential extra costs to facilitate training as set out in the Annex A, SOW.

##### **3.1.1 Electronic Payment of Invoices – Offer**

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

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

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

##### **3.1.2 Exchange Rate Fluctuation**

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

#### **Section III: Certifications**

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

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## **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 bid must comply with the requirement of the bid solicitation and meet all mandatory technical evaluation criteria at Annex C – Mandatory Technical Criteria to be declared responsive. Bids must include sufficient detailed information in order to be assessed in accordance with the Mandatory Technical Criteria at Annex C.

#### **4.1.2 Financial Evaluation**

1. The price of the offer will be evaluated as follows:
  - a. Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. Foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
3. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical Criteria Only**



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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2 COVID-19 vaccination requirement certification**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, at Annex F COVID-19 Vaccination Requirement Certification, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

### **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.

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## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

There are no security requirements with this Contract.

### 6.2 Insurance Requirements

G1005C (2016-01-28) Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### 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.

#### 7.4 Term of Standing Offer

##### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to 14 November 2024.

#### 7.5 Authorities

##### 7.5.1 Standing Offer Authority

The Standing Offer Authority is: **{to be identified at Award}**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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 Technical Authority

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

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

### 7.5.3 Offeror's Representative

To be identified at Award.

### 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

Only the Standing Offer authority is authorized to make call-ups against the Standing Offer.

### 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User using form PWGSC-TPSGC 942, Call-up against a Standing Offer, at Annex E.

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.

### 7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **{to be inserted at Contract award}** (*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 6 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.

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## 7.10 Priority of Documents

If there is a discrepancy between the wordings 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) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- g) Annex E, PWGSC-TPSGC 942, Call-Up against a Standing Offer
- h) The Offeror's offer dated \_\_\_\_\_ (to be inserted at date of Standing Offer award).

## 7.11 Certifications and Additional Information

### 7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## 7.12 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 \_\_\_\_\_.

## 7.13 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.B.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

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## 7.B.2 Standard Clauses and Conditions

### 7.B.2.1 General Conditions

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

### 7.B.3 Term of Contract

#### 7.B.3.1 Period of the Contract

The Work is to be performed during the period of \_\_\_\_\_ to \_\_\_\_\_, **(to be completed on each Call-up)**

#### 7.B.3.2 Delivery Date

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

### 7.B.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.B.5 Payment

#### 7.B.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in the Basis of Payment for a cost of \$ \_\_\_\_\_, Customs duties are excluded 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.B.5.2 Limitation of Price

SACC *Manual* clause [C6000C](#) (2017-08-17) Limitation of Price - apply to and form part of the Contract.

#### 7.B.5.3 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### 7.B.5.4 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International);

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b. Wire Transfer (International Only);

#### 7.B.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.
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the Call-up Authority identified on the Call-up for certification and payment.
  - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 7.B.7 Insurance

G1005C (2016-01-28) Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

#### 7.B.8 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](#)".

#### 7.B.9 Defence Contract

SACC Manual clause A9006C (2012-07-16), Defence Contract

#### 7.B.10 VAT Exemption

Where Canadian Military personnel are exempted from VAT or other local Taxes, the CONTRACTOR shall be responsible to research, implement and comply with VAT-Free Package (or other applicable local tax) submissions to the appropriate authorities.

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The CONTRACTOR is expected to provide the Department of National Defense/Canadian Forces with information on the applicable national VAT-Free (or other local tax) exemption procedure.

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## ANNEX "A" STATEMENT OF WORK

### RENTALS OF MATERIAL HANDLING EQUIPMENT OP REASSURANCE

#### Section 1.0 – Scope

##### 1.1 Purpose

The Canadian Armed Forces (CAF) requires the establishment of a standing offer for contracting the rental of material handling equipment (MHE) and construction equipment to be used for camp construction and maintenance until 2024 on a request basis.

##### 1.2 Background

Op REASSURANCE is Canada's commitment to NATO air policing. Op REASSURANCE next ROTOs will have an ATF located in Mihail Kogălniceanu Air Base, Romania.

#### Section 2.0 – Requirements

##### 2.1 Tasks

2.1.1. The Contractor will provide MHE vehicle rentals for Op REASSURANCE at Mihail Kogălniceanu Air Base, Romania.

##### 2.2 General Technical Requirements

2.2.1 The Contractor must be able to provide multiple of the following equipment:

- i) Electrical or Diesel Scissor Lift with a Working Height of 6m +/- 1m;
- ii) Electrical or Diesel Scissor Lift with a Working Height of 9m +/- 1m;
- iii) Electrical or Diesel Scissor Lift with a Working Height of a minimum of 12m +/- 1m;
- iv) Electrical or Diesel Articulating Boom / Cherry Picker / Genie Boom All Wheel Drive (AWD) with a Working Height of 6m +/- 1m;
- v) Electrical or Diesel Articulating Boom / Cherry Picker / Genie Boom All Wheel Drive (AWD) with a Working Height of 9m +/- 1m;
- vi) Electrical or Diesel Articulating Boom / Cherry Picker / Genie Boom All Wheel Drive (AWD) with a Working Height of a minimum of 12m +/- 1m;
- vii) Diesel Zoom Boom / Telescopic Forklift All Wheel Drive (AWD) with a lifting capacity of 6 000lbs +/- 1000lbs;
- viii) Diesel Zoom Boom / Telescopic Forklift All Wheel Drive (AWD) with a lifting capacity of 12 500lbs +/- 2000lbs;
- ix) Diesel Zoom Boom / Telescopic Forklift All Wheel Drive (AWD) with a lifting capacity of 35 000lbs +/- 3000lbs. Including adjustable forks, able to lift seacans;



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- x) Diesel Forklift with a minimum lifting capacity of 5 000lbs capacity. Hydraulically adjustable sliding forks are preferred but not essential to this requirement;
- xi) Diesel Forklift with a minimum lifting capacity of 10 000lbs capacity. Hydraulically adjustable sliding forks are preferred but not essential to this requirement;
- xii) Diesel Rough Terrain Forklift with a minimum lifting capacity of 5 000lbs capacity. Hydraulically adjustable sliding forks are preferred but not essential to this requirement;
- xiii) Diesel Rough Terrain Forklift with a minimum lifting capacity of 10 000lbs capacity. Hydraulically adjustable sliding forks are preferred but not essential to this requirement;
- xiv) Skid Steer and the following attachment based on need :
  - a. Forks;
  - b. Bucket;
  - c. Backhoe;
  - d. Hammer; and
  - e. Auger.
- xv) Steam Roller;

**2.2.2** The Contractor must ensure that all the equipment is functional and free from damage;

**2.2.3** The Contractor must replace all unserviceable heavy equipment within 48 hrs at no additional cost to the CAF;

**2.2.4** The Contractor must include operating instructions in English and keys with delivery of all MHE rentals; and

**2.2.5** The Contractor must ensure that all MHE is full of fuel on delivery.

## **2.4 Constraints**

**2.4.1** The equipment will be ready and stored at the Contractor's location and ready for delivery. The Contractor must be prepared to deliver all or some of the equipment within 24 hours of the request from the CAF Theatre Technical Authority (TTA).

**2.4.2** The CAF must be able to modify the dates of the requirement no later than 24 hours prior to the drop off times;

**2.4.3** In the event of an operational changes, the CA will advise the contractor of cancellation with termination or contract amendment with a 48 hours' notice. For less than 48 hours' notice, Canada will pay a penalty of one rental day per cancelled vehicle.

**2.4.4** The CAF must be able to increase, decrease or modify the requests of the MHE providing a 48 hrs notice to the contractor; and

**2.4.5** The CAF must be able, if required, to extend the contract after providing a 48 hours' notice to the contractor before the expiry date of the Call-Up.

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## **2.5 CAF Responsibilities**

- 2.5.1** The CAF will identify a TTA for the requested services. The CAF TTA is the CAF on-site representative for whom the work is being carried out and is responsible for all matters concerning the technical content of the work;
- 2.5.2** The CAF will provide the Contractor with the exact delivery location of the MHE vehicles at Mihail Kogălniceanu Air Base for every Call-Up; and
- 2.5.3** The CAF will provide timings and exact location for delivery of the equipment no later than 24 hours prior to delivery.

## **2.6 Contractors Responsibilities**

- 2.6.1** The Contractor must pro-actively resolve any issues with the delivery and advise the CAF TTA of the issues (s) and the resolution as to not disrupt operations;
- 2.6.2** The Contractor must ensure delivery will be done at approved site locations;
- 2.6.3** The Contractor will be responsible for unloading and reloading of MHE at the commencement and completion of the contract;
- 2.6.4** The Contractor must ensure all MHE comply with relevant Local /Territorial laws and regulations; and
- 2.6.5** All deliverables outlined in the Statement of Work must be met at all times by the Contractor. Discrepancies shall be addressed by the designated CAF TTA.

## **Section 3.0 – Deliverables**

### **3.1 Delivery and inspection**

- 3.1.1** Delivery and inspection of the materials must be completed in accordance with the following:
  - 3.1.1.1** Upon delivery, the MHE being provided must be inspected and accepted by the CAF TTA;
  - 3.1.1.2** The Contractor agrees to replace within 24 hours any MHE found with latent damages, defects or concealed damages if so requested by the CAF TTA. No extra charges shall be incurred by the CAF during the replacement of the equipment, as it is the sole responsibility of the Contractor to deliver materials in good condition; and
  - 3.1.1.3** The CAF TTA and the Contractor shall sign duplicate copies of the acceptance and confirmed delivery of materials.
- 3.1.2** Acceptance of the materials process must be completed in accordance with the following:
  - 3.1.2.1** At time of MHE delivery, in the event materials are not in good condition or otherwise not in conformity with the requirements of this Statement of Work, the CAF TTA must have the right to either reject the materials or have the materials replaced within 24 hrs.

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## 3.2 Equipment return

3.2.1 Return of the equipment process must be completed in accordance with the following:

- 3.2.1.1 The CAF TTA and the Contractor shall note any damage or defects with the equipment that do not correspond to the original Vehicle/Equipment Inspection Sheet;
- 3.2.1.2 The CAF TTA shall only consider damage or defects with the equipment that do not correspond to the original Vehicle/Equipment Inspection Sheet;
- 3.2.1.3 The Contractor must provide a written estimate for any equipment repairs as a result of agreed damages and defects incurred during use by CAF. The Contractor must submit estimate to the CAF TTA within 7 days of the return of the damaged equipment;
- 3.2.1.4 The CAF is not responsible for damages or repairs due to normal wear and tear. The CAF will not be liable for the cost of repairs to equipment failure or break down due to normal wear and tear;
- 3.2.1.5 It is expressly agreed and understood that the CAF is only responsible for damages and repairs to the equipment supplied under the contract during the rental period that are caused by or contributed to, by negligence or carelessness of CAF members; and
- 3.2.1.6 For damages and repairs that are the responsibility of the CAF, the CAF reserves the right to obtain its own estimates at its own cost through a third party on the agreed damages and repairs, in order to validate the Contractor's repair estimates. Once the value of the repairs has been established, the CAF will enter into a separate repair contract whereby the Contractor will invoice the CAF for the repairs in accordance with the new repair contract.

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## ANNEX "B" BASIS OF PAYMENT

The estimated usage data included in this Annex B are provided for bid evaluation purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this Annex B does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Canada is exempt from any VAT in accordance with (to be inserted at Contract Award)

All prices are without Value Added Tax (VAT)

For Call-ups with requirements for specific equipment of less than a full week interval, the weekly rate will be pro-rated to obtain a daily rate with a week equalling 7 days.

### Contract year 1 – Contract Award - November 14, 2022

Equipment Type	Weekly Rate	Estimated Usage
Electrical or Diesel Scissor Lift Working Height of 6m +/- 1m		1 x 1 week
Electrical or Diesel Scissor Lift Working Height of 9m +/- 1m		1 x 1 week
Electrical or Diesel Scissor Lift Working Height of a minimum of 12m +/- 1m		1 x 22 weeks
Electrical or Diesel Articulating Boom/Cherry Picker/Genie Boom All-Wheel Drive(AWD) Working Height of 6m +/- 1m		1 x 1 week
Electrical or Diesel Articulating Boom/Cherry Picker/Genie Boom All-Wheel Drive(AWD Working Height of 9m +/- 1m		1 x 1 week
Electrical or Diesel Articulating Boom/Cherry Picker/Genie Boom All-Wheel Drive(AWD Working Height of a minimum of 12m +/- 1m		1 x 22 weeks
Diesel Zoom Boom/ Telescopic Forklift All-Wheel Drive (AWD) lifting capacity of 6 000lbs +/- 1000lbs		1 x 5 weeks
Diesel Zoom Boom/ Telescopic Forklift All-Wheel Drive (AWD) lifting capacity of 12 500lbs +/- 2000lbs		1 x 22 weeks
Diesel Zoom Boom / Telescopic Forklift All-Wheel Drive (AWD) with a lifting capacity of 35 000lbs +/- 3000lbs. Including adjustable forks, able to lift seacans		1 x 22 weeks
Diesel Fork Lift lifting capacity of 5 000lbs capacity *Hydraulically adjustable sliding forks are preferred but not essential		1 x 1 week
Diesel Fork Lift lifting capacity of 10 000lbs capacity *Hydraulically adjustable sliding forks are preferred but not essential		2 x 22 weeks
Diesel Rough Terrain Forklift with a minimum lifting capacity of 5 000lbs capacity. *Hydraulically adjustable sliding forks are preferred but not essential		1 x 22 weeks
Diesel Rough Terrain Forklift with a minimum lifting capacity of 10 000lbs capacity *Hydraulically adjustable sliding forks are preferred but not essential		1 x 1 week
Skid Steer with the following attachments; a. Forks                      d. Hammer b. Bucket                    e. Auger c. Backhoe		1 x 4 weeks
Steam Roller		0 Weeks

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**Contract year 2 – 15 November 2022 - November 14, 2023**

Equipment Type	Weekly Rate	Estimated Usage
Electrical or Diesel Scissor Lift Working Height of 6m +/- 1m		1 x 1 week
Electrical or Diesel Scissor Lift Working Height of 9m +/- 1m		1 x 1 week
Electrical or Diesel Scissor Lift Working Height of a minimum of 12m +/- 1m		1 x 22 weeks
Electrical or Diesel Articulating Boom/Cherry Picker/Genie Boom All-Wheel Drive(AWD) Working Height of 6m +/- 1m		1 x 1 week
Electrical or Diesel Articulating Boom/Cherry Picker/Genie Boom All-Wheel Drive(AWD Working Height of 9m +/- 1m		1 x 1 week
Electrical or Diesel Articulating Boom/Cherry Picker/Genie Boom All-Wheel Drive(AWD Working Height of a minimum of 12m +/- 1m		1 x 22 weeks
Diesel Zoom Boom/ Telescopic Forklift All-Wheel Drive (AWD) lifting capacity of 6 000lbs +/- 1000lbs		1 x 5 weeks
Diesel Zoom Boom/ Telescopic Forklift All-Wheel Drive (AWD) lifting capacity of 12 500lbs +/- 2000lbs		1 x 22 weeks
Diesel Zoom Boom / Telescopic Forklift All-Wheel Drive (AWD) with a lifting capacity of 35 000lbs +/- 3000lbs. Including adjustable forks, able to lift seacans		1 x 22 weeks
Diesel Fork Lift lifting capacity of 5 000lbs capacity *Hydraulically adjustable sliding forks are preferred but not essential		1 x 1 week
Diesel Fork Lift lifting capacity of 10 000lbs capacity *Hydraulically adjustable sliding forks are preferred but not essential		2 x 22 weeks
Diesel Rough Terrain Forklift with a minimum lifting capacity of 5 000lbs capacity. *Hydraulically adjustable sliding forks are preferred but not essential		1 x 22 weeks
Diesel Rough Terrain Forklift with a minimum lifting capacity of 10 000lbs capacity *Hydraulically adjustable sliding forks are preferred but not essential		1 x 1 week
Skid Steer with the following attachments; a. Forks                   d. Hammer b. Bucket                e. Auger c. Backhoe		1 x 4 weeks
Steam Roller		0 Weeks

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**Contract year 3 – 15 November 2023 - November 14, 2024**

Equipment Type	Weekly Rate	Estimated Usage
Electrical or Diesel Scissor Lift Working Height of 6m +/- 1m		1 x 1 week
Electrical or Diesel Scissor Lift Working Height of 9m +/- 1m		1 x 1 week
Electrical or Diesel Scissor Lift Working Height of a minimum of 12m +/- 1m		1 x 22 weeks
Electrical or Diesel Articulating Boom/Cherry Picker/Genie Boom All-Wheel Drive(AWD) Working Height of 6m +/- 1m		1 x 1 week
Electrical or Diesel Articulating Boom/Cherry Picker/Genie Boom All-Wheel Drive(AWD Working Height of 9m +/- 1m		1 x 1 week
Electrical or Diesel Articulating Boom/Cherry Picker/Genie Boom All-Wheel Drive(AWD Working Height of a minimum of 12m +/- 1m		1 x 22 weeks
Diesel Zoom Boom/ Telescopic Forklift All-Wheel Drive (AWD) lifting capacity of 6 000lbs +/- 1000lbs		1 x 5 weeks
Diesel Zoom Boom/ Telescopic Forklift All-Wheel Drive (AWD) lifting capacity of 12 500lbs +/- 2000lbs		1 x 22 weeks
Diesel Zoom Boom / Telescopic Forklift All-Wheel Drive (AWD) with a lifting capacity of 35 000lbs +/- 3000lbs. Including adjustable forks, able to lift seacans		1 x 22 weeks
Diesel Fork Lift lifting capacity of 5 000lbs capacity *Hydraulically adjustable sliding forks are preferred but not essential		1 x 1 week
Diesel Fork Lift lifting capacity of 10 000lbs capacity *Hydraulically adjustable sliding forks are preferred but not essential		2 x 22 weeks
Diesel Rough Terrain Forklift with a minimum lifting capacity of 5 000lbs capacity. *Hydraulically adjustable sliding forks are preferred but not essential		1 x 22 weeks
Diesel Rough Terrain Forklift with a minimum lifting capacity of 10 000lbs capacity *Hydraulically adjustable sliding forks are preferred but not essential		1 x 1 week
Skid Steer with the following attachments; a. Forks                    d. Hammer b. Bucket                e. Auger c. Backhoe		1 x 4 weeks
Steam Roller		0 Weeks

Currency: \_\_\_\_\_

Estimated Taxes: \_\_\_\_\_

**Commented [s1]:** Remove this if VAT exempt.

Total Estimate Value of the Standing Offer: \_\_\_\_\_

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**ANNEX "C" MANDATORY TECHNICAL CRITERIA**

The bidder must provide sufficient detailed documentation (information, explanation, narrative, brochures, technical documentation, etc) that will demonstrate compliance with the mandatory criteria in this Annex C.

The bidder must demonstrate that they are able to provide all of the following equipment with the minimum mandatory technical specifications as detailed in the following table:

Equipment Type	Technical Specification	Met / Not Met
Scissor Lift	- Electrical or Diesel - Working Height of 6m +/- 1m	
Scissor Lift	- Electrical or Diesel - Working Height of 9m +/- 1m	
Scissor Lift	- Electrical or Diesel - Working Height of a minimum of 12m +/- 1m	
Articulating Boom / Cherry Picker / Genie Boom	- Electrical or Diesel - All Wheel Drive (AWD) - Working Height of 6m +/- 1m	
Articulating Boom / Cherry Picker / Genie Boom	- Electrical or Diesel - All Wheel Drive (AWD) - Working Height of 9m +/- 1m	
Articulating Boom / Cherry Picker / Genie Boom	- Electrical or Diesel - All Wheel Drive (AWD) - Working Height of a minimum of 12m +/- 1m	
Zoom Boom / Telescopic Forklift	- Diesel - All Wheel Drive (AWD) - Lifting capacity of 6 000lbs +/- 1000lbs	
Zoom Boom / Telescopic Forklift	- Diesel - All Wheel Drive (AWD) - Lifting capacity of 12 500lbs +/- 2000lbs	
Zoom Boom / Telescopic Forklift	- Diesel - All Wheel Drive (AWD) - Lifting capacity of 35 000lbs +/- 3000lbs. - Adjustable forks, able to lift seacans	
Fork Lift	- Diesel - Lifting capacity of 5 000lbs capacity *note Hydraulically adjustable sliding forks are preferred but not essential to this requirement	
Fork Lift	- Diesel - Lifting capacity of 10 000lbs capacity *note Hydraulically adjustable sliding forks are preferred but not essential to this requirement	
Rough Terrain Forklift	- Diesel - Lifting capacity of 5 000lbs capacity *note Hydraulically adjustable sliding forks are preferred but not essential to this requirement	
Rough Terrain Forklift	- Diesel - Lifting capacity of 10 000lbs capacity *note Hydraulically adjustable sliding forks are preferred but not essential to this requirement	
Skid Steer	With the following attachments; a. Forks b. Bucket c. Backhoe d. Hammer e. Auger	
Steam Roller		

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**ANNEX "D" ELECTRONIC PAYMENT INSTRUMENTS**

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

- Direct Deposit (Domestic and International);
- Wire Transfer (International Only);



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**ANNEX "E" Form PWGSC-TPSGC 942, Call-up Against A Standing Offer**

Clear Data - Effacer l'information

<b>Public Works and Government Services Canada</b> Travaux publics et Services gouvernementaux Canada		<b>Call-up Against a Standing Offer</b> <b>Commande subséquente à une offre à commandes</b>		
Ship to - Expéditeur à Congress Code Code destinataire Postal Code Code postal		<b>To the supplier:</b> The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.  <b>Au fournisseur:</b> L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.  <b>Security:</b> The call-up includes security provisions. <b>Sécurité :</b> La demande comprend des exigences en matière de sécurité.		
Supplier - Fournisseur Procurement Business No. (PBN) Numéro d'entreprise - approvisionnement (NEA)		<input type="checkbox"/> NO / NON <input type="checkbox"/> YES / OUI    If YES, attach a SRCL to the call-up / Si OUI, joindre une L'VERS à la demande		
Invoices must be sent in accordance with - Les factures doivent être envoyées selon : <input type="checkbox"/> The detailed instructions in the standing offer / Les instructions détaillées dans l'offre à commandes <input type="checkbox"/> The address shown in the "Ship to" block / L'adresse indiquée dans la case « Expéditeur à » <input type="checkbox"/> Special instructions below / Les instructions particulières ci-dessous				
Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers. Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.		Financial Code(s) - Code financier(s)		
Standing Offer No. - N° de l'offre à commandes	Requisition No. - N° de demande Order. Off. - Bur. dem.    YY - AA    Serial No. - N° de série	Client Reference No. (optional) N° de référence du client (facultatif)		
The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.				
Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées	
Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of l. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$) Extended Price Prix calculé (\$)
Special instructions - Instructions particulières			<b>Total</b>	
For further information, call - Pour renseignements supplémentaires, contacter Name - Nom Telephone No. - N° de téléphone		Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)		
For internal purposes only - Pour usage interne seulement Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.		Approved for the Minister - Approuvé pour le Ministre		
Signature (Mandatory - Obligatoire) Date (YYYY-MM-DD - AAAA-MM-JJ)		Signature (Mandatory - Obligatoire) Date (YYYY-MM-DD - AAAA-MM-JJ)		

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Solicitation No. - N° de l'invitation  
W8484-22-0109  
Client Ref. No. - N° de réf. du client  
W8484-22-0109

Amd. No. - N° de la modif.  
File No. - N° du dossier  
xxxxx.XXXXX-XXXXXX

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

**ANNEX "F" – COVID-19 VACCINATION REQUIREMENT CERTIFICATION**  
**COVID-19 Vaccination Requirement Certification**

I, \_\_\_\_\_ (first and last name), as the representative of \_\_\_\_\_ (name of business) pursuant to \_\_\_\_\_ (solicitation number), warrant and certify that all personnel that \_\_\_\_\_ (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act., subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify 27 the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.