

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

**Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510**

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

## National Master Standing Offer (NMSO)

## Offre à commandes principale et nationale (OCPN)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Tractor Rental	
<b>Solicitation No. - N° de l'invitation</b> W0142-13X005/A	<b>Date</b> 2013-05-06
<b>Client Reference No. - N° de référence du client</b> W0142-13X005	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-603-9805
<b>File No. - N° de dossier</b> EDM-2-35436 (603)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-06-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hugo (EDM), Tammeey	<b>Buyer Id - Id de l'acheteur</b> edm603
<b>Telephone No. - N° de téléphone</b> (780)497-3917 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE BASE COMMANDER CANADIAN FORCES BASE SUFFIELD ATTN G4 TRANSPORT SECTION, BLDG 312 RALSTON ALBERTA TOJ 2N0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 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: includes the certifications 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, Standing Offer Usage Report, List Company Board or Directors, Insurance Requirements, and any other annexes.

### 2. Summary

A Regional Individual Standing Offer for the provision of all labour, transportation, materials, tools, equipment and supervision necessary to provide rental and delivery/pick up of Highway Tractors and Straight Trucks on an “as and when required” basis for the Department of National Defence including the British Army Training Unit at Suffield (BATUS) at Canadian Forces Base Suffield, Ralston, Alberta as detailed in the Statement of work and in accordance with the terms and conditions contained herein.

It is anticipated that one (1) standing offer will be issued for the period of two years from the date of issue.

The requirement is subject to the provisions of AIT/NAFTA/WTO-AGP.

### 3. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 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>) 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 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

section 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

#### 1.1 SACC Manual Clauses

M0019T (2007-05-25) Firm Price and/or Rates

### 2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

### 3. Former Public Servant – Competitive Requirements M3025T (2013-01-28)

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- A. an individual;
- B. an individual who has incorporated;
- C. a partnership made of former public servants; or
- D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- A. name of former public servant;
- B. date of termination of employment or retirement from the Public Service.

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

#### Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

**YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- A name of former public servant;
- B conditions of the lump sum payment incentive;
- C date of termination of employment;
- D amount of lump sum payment;
- E rate of pay on which lump sum payment is based;
- F period of lump sum payment including start date, end date and number of weeks;
- G number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

**4. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

**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 Alberta.

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

**PART 3 - OFFER PREPARATION INSTRUCTIONS**

## 1. Offer Preparation Instructions

### Section I: Financial Bid

Offerors must submit their financial bid in accordance with the Annex "B", Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

### Section II: Certifications

Offerors must submit the certifications required under Part 5.

### Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the financial evaluation criteria.

#### 1.1 Financial Evaluation

In Annex "B", Basis of Payment, for each year the firm unit prices quoted will be multiplied by the estimated annual usages shown. The resulting amounts will be added together to obtain a total evaluated price.

### 2. Basis of Selection



An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

It is anticipated that one standing offer will be issued.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### **1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

### **2. Additional Certifications Precedent to Issuance of a Standing Offer**

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

#### **2.1 Federal Contractors Program - Certification Certification (over \$25,000 below \$200,000)**

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Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a.( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b.( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c.( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d.( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

Further information on the FCP is available on the HRSDC Web site

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

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

#### 2

#### Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

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

#### 2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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

#### 3. Term of Standing Offer

### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issue for a two year period. (estimated)

### 4. Authorities

The Standing Offer Authority is:

Tammey Hugo  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch - Edmonton  
5th Floor - Telus Plaza North  
10025 Jasper Avenue, Edmonton, AB T5J 1S6

Telephone: (780) 497-3917  
Facsimile: (780) 497-3510  
E-mail address: tammey.hugo@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### 4.2 Project Authority *(will be indicated at issuance of Standing Offer)*

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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

#### 4.3 Offeror's Representative - OFFEROR TO COMPLETE

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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E-mail address: \_\_\_\_\_

## 5. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public

Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be

reported on departmental websites as part of the published proactive disclosure reports, in accordance

with Contracting Policy Notice 2012-2

([http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/ContPolNotices/2012/10-31-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/ContPolNotices/2012/10-31-eng.asp)) of the Treasury Board

Secretariat of Canada.

## 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: DND - CFB Suffield.

## 7. Call-up Procedures

Best Standing Offer: the offer that provides best value lowest prices will be retained.

The Project Authority will establish the scope of work to be performed by the successful firm and negotiate the level of effort required to perform the work based on the hourly rates contained in the Standing Offer.

## 8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* or an electronic version.

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$15,000.00** (Applicable Taxes included).

## 10. Financial Limitation

\$\_\_\_\_\_ (to be inserted at issuance) (Goods and Services Tax or Harmonized Sales Tax 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 two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority

## 11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2013-04-25); General Conditions - Services (Medium Complexity)
- e) Annex A, Statement of Work
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Code of Conduct and Certifications
- i) the Offeror's offer dated \_\_\_\_\_ (to be inserted at issuance)

## 12. Certifications

### 12.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### 12.2 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

G6001C (2008-05-12), Vehicles - Long Term Lease

M3800C (2006-08-15), Estimates

## 13. Applicable Laws

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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 Alberta.

#### **14. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **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.

#### **1. Statement of Work**

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

#### **2. Standard Clauses and Conditions**

##### **2.1 General Conditions**

2010C (2013-04-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of 2010C (2012-11-19), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards. *(If applicable)*

#### **3. Term of Contract**

##### **3.1 Delivery Date**

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

#### **4. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public

Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be

reported on departmental websites as part of the published proactive disclosure reports, in accordance

with Contracting Policy Notice 2012-2

([http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/ContPolNotices/2012/10-31-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/ContPolNotices/2012/10-31-eng.asp)) of the

Treasury Board

Secretariat of Canada

## 5. Payment

### 5.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$ *(as per the call-up document)*. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### 5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ *(as per the call-up document)*. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

(a) when it is 75 percent committed, or

(b) four (4) months before the contract expiry date, or

(c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

### 5.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department



C0705C (2010-01-11), Discretionary Audit  
 C0710C (2007-11-30), Time and Contract Price Verification  
 C0711C (2008-05-12), Time Verification  
 C2000C (2007-11-30), Taxes - Foreign Based Contractor  
 H1008C (2008-05-12), Monthly Payments

#### **5.4 Payment by Credit Card**

The following credit card is accepted: \_\_\_\_\_.

OR

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

### **6. Invoicing Instructions**

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

Each invoice must be supported by:

- (a) a copy of time sheets to support time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) 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.

### **7. Insurance**

#### **SACC Manual Clause G1005C (2008-05-12)**

### **6. SACC Manual Clauses**

A9006C (2008-05-12), Defence Contract  
 A9039C (2008-05-12), Salvage  
 A9062C (2010-01-11), Canadian Forces Site Regulations  
 B1501C (2006-06-16), Electrical Equipment

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## **ANNEX "A"**

### **STATEMENT OF WORK**

SEE ATTACHED

**ANNEX "B"****BASIS OF PAYMENT**

**NOTE:** There must be a firm unit price in each line item.

- Prices offered are stated in Canadian dollars and are firm for the duration of the Standing Offer;
- Delivery charges include all costs to and from the requested site;
- GST is not included in the prices shown but will be added to the invoice as a separate line item, if applicable;
- The most economical rental rate(s) will be applied for each rental period, taking into account the per kilometer rental rates, if applicable. Example – for a five day rental, if the weekly rental rate is less expensive than five times the daily rate, then the weekly rate will be applied.
- The total assessed bid price will be determined by the following steps:
  - Unit prices for the **weekly rate** only will be multiplied by the estimated usage;
  - The column 6 items will be added together
  - The Standing offer of the responsive compliant bidder who has the lowest total assessed bid price will be authorized for usage.

<b>DRY VAN STRAIGHT TRUCKS</b> <b>SCHEDULE A</b> <b>YEAR ONE</b>					
Col 1	Col 2	Col 3	Col 4	Col 5	Col 6
Item	Vehicle Description	Estimated Quantity	Unit of Issue	Unit Price	Extended Estimated total price
1.a	Dry Van Straight Trucks	15 days	per day	\$_____	\$_____
.b		6 weeks	per week	\$_____	
.c		8 months	per month	\$_____	
2.	Delivery charge at beginning of lease and return charge if requested by the Site Authority to/from CFB Suffield	20	each	\$_____/ea	\$_____
3.	Excess mileage charges (if limited) Indicate maximum allowable kilometers per day	1000	per km	\$_____/km	\$_____

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	and/or month and rate of excess kilometers. Note: kilometers accumulated during delivery/pickup are to be deducted from total mileage accumulated.				
4.	Misc Rental: Vehicles that are rented during the period of the Standing Offer, that are not otherwise listed, will be charged in accordance with the Suppliers' Rental Fleet Standard Rate for Inventory, less the applicable discount. (% discount x \$5,000.00 = )	n/a	\$5,000.00	_____% discount	\$_____
5.	Fuel Charges: For vehicles returned with less than a full tank of fuel. Fuel to be charged at a rate of: Indicate if pump charge plus mark up.	100	litre	\$_____/lt	\$_____
6.	Misc Charges: For any other charges not listed herein, such as, but not limited to, cleaning, tire repairs, and replacement of missing components, Must be pre-approved by the site authority and supported by receipts if requested by the Site Authority.  Contractor's Mark Up on Allowance for charges not listed herein must be pre-approved by the site authority. (% mark up x \$5,000.00 = )	n/a	\$5,000.00	_____% Mark-up	\$_____

**HIGHWAY TRACTORS  
SCHEDULE A  
YEAR ONE**

Col 1	Col 2	Col 3	Col 4	Col 5	Col 6
Item	Vehicle Description	Estimated Quantity	Unit of Issue	Unit Price	Extended Estimated Total Price

1. a	Highway Tractors – sleeper cabs	10 days	Per day	\$_____	
. b		6 weeks	per week	Day \$_____	\$_____
. c		14 months	per month	Week \$_____	week
2. a	Highway Tractors – day cabs	5 days	per day	month \$_____	
. b		2 weeks	per week	Day \$_____	\$_____
. c		3 months	per month	Week \$_____	week
3.	Delivery charge at beginning of lease and return charge if requested by the Site Authority to/from CFB Suffield	20	each	\$_____/ea	\$_____
4.	Excess mileage charges (if limited) Indicate maximum allowable kilometers per day and/or month and rate of excess kilometers. Note: kilometers accumulated during delivery/pickup are to be deducted from total mileage accumulated.	2000	per km	\$_____/km	\$_____
5.	Misc Rental: Vehicles that are rented during the period of the Standing Offer, that are not otherwise listed, will be charged in accordance with the Suppliers' Rental Fleet Standard Rate for Inventory, less the applicable discount. (% discount x \$5,000.00 = )	n/a	\$5000.00	_____% discount	\$_____
6.	Fuel Charges: For vehicles returned with less than a full tank of fuel. Fuel to be charged at a rate of: Indicate if pump charge plus mark up.	200	litre	\$_____/lt	\$_____
7.	Misc Charges: For any other charges not listed herein, such as, but not limited to, cleaning, tire repairs, and	n/a	\$10,000.00	_____% Mark-up	\$_____

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replacement of missing components, Must be pre-approved by the site authority and supported by receipts if requested by the Site Authority. Offerors Mark Up on Allowance for charges not listed herein must be pre-approved by the site authority. (% mark up x \$10,000.00 = )				
<b>SUB TOTAL A): Estimated Total Amount Year ONE GST/HST Extra Dry Van Straight Truck and Highway Tractors Schedule A, Year One Total</b>				\$ _____

<b>DRY VAN STRAIGHT TRUCKS SCHEDULE B YEAR TWO</b>					
Col 1	Col 2	Col 3	Col 4	Col 5	Col 6
Item	Vehicle Description	Estimated Quantity	Unit of Issue	Unit Price	Extended Estimated total price
1.a	Dry Van Straight Trucks	15 days	per day	\$ _____ day	\$ _____ week
.b		6 weeks	per week	\$ _____ week	
.c		8 months	per month	\$ _____ month	
2.	Delivery charge at beginning of lease and return charge if requested by the Site Authority to/from CFB Suffield	20	each	\$ _____/ea	\$ _____
3.	Excess mileage charges (if limited) Indicate maximum allowable kilometers per day and/or month and rate of excess kilometers. Note: kilometers accumulated during delivery/pickup are to be deducted from total mileage accumulated.	1000	per km	\$ _____/km	\$ _____
4.	Misc Rental: Vehicles that are rented during the period of the Standing Offer, that are not	n/a	\$5,000.00	_____% discount	\$ _____

	otherwise listed, will be charged in accordance with the Suppliers' Rental Fleet Standard Rate for Inventory, less the applicable discount. (% discount x \$5,000.00 = )				
5.	Fuel Charges: For vehicles returned with less than a full tank of fuel. Fuel to be charged at a rate of: Indicate if pump charge plus mark up.	100	litre	\$_____/lt	\$_____
6.	Misc Charges: For any other charges not listed herein, such as, but not limited to, cleaning, tire repairs, and replacement of missing components, Must be pre-approved by the site authority and supported by receipts if requested by the Site Authority.  Contractor's Mark Up on Allowance for charges not listed herein must be pre-approved by the site authority. (% mark up x \$5,000.00 = )	n/a	\$5,000.00	_____% Mark-up	\$_____

**HIGHWAY TRACTORS  
SCHEDULE B  
YEAR TWO**

Col 1	Col 2	Col 3	Col 4	Col 5	Col 6
Item	Vehicle Description	Estimated Quantity	Unit of Issue	Unit Price	Extended Estimated Total Price
1.a	Highway Tractors – sleeper cabs	10 days	Per day	\$_____	\$_____ week
.b		6 weeks	per week	\$_____	
.c		14 months	per month	\$_____ month	
2. a	Highway Tractors – day cabs	5 days	per day	\$_____	\$_____
b.		2 weeks	per week	\$_____	

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c.		3 months	per month	Week \$_____ month	week
3.	Delivery charge at beginning of lease and return charge if requested by the Site Authority to/from CFB Suffield	20	each	\$_____/ea	\$_____
4.	Excess mileage charges (if limited) Indicate maximum allowable kilometers per day and/or month and rate of excess kilometers. Note: kilometers accumulated during delivery/pickup are to be deducted from total mileage accumulated.	2000	per km	\$_____/km	\$_____
5.	Misc Rental: Vehicles that are rented during the period of the Standing Offer, that are not otherwise listed, will be charged in accordance with the Suppliers' Rental Fleet Standard Rate for Inventory, less the applicable discount. (% discount x \$5,000.00 = )	n/a	\$5000.00	_____% discount	\$_____
6.	Fuel Charges: For vehicles returned with less than a full tank of fuel. Fuel to be charged at a rate of: Indicate if pump charge plus mark up.	200	litre	\$_____/lt	\$_____
7.	Misc Charges: For any other charges not listed herein, such as, but not limited to, cleaning, tire repairs, and replacement of missing components, Must be pre-approved by the site authority and supported by receipts if requested by the Site Authority. Offerors Mark Up on Allowance for charges not listed herein must be pre-approved by the site authority. (% mark up x \$10,000.00 = )	n/a	\$10,000.00	_____% Mark-up	\$_____



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**SUB TOTAL B): Estimated Total Amount Year TWO GST/HST Extra**  
**Dry Van Straight Truck and Highway Tractors Schedule B, Year Two Total**

\$ \_\_\_\_\_

#### 4.2 TOTAL EVALUATED PRICE (Initial 1 Year Term + 2nd Year)

Col. 1	Col. 2	Col. 3
Sub Total SCHEDULE A) Year One	Sub Total SCHEDULE B) Year Two	Total Evaluated Price (col.1 + col.2 = col.3)
\$ _____	\$ _____	\$ _____ GST/HST Extra

These items will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

A rate must be entered for each item.

The Offeror agrees that the Price(s) per Unit as tendered govern in calculating the Total Evaluated Price. The Offeror understands that any errors in the extension of the Price per Unit, in the addition of the Estimated Total Price, and Estimated Total Amount will be corrected in order to obtain the Total Evaluated Price.

**Cost will be evaluated on the Total Evaluated Price in Column 3. It is anticipated that only one standing offer will be issued to the lowest compliant offeror.**



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## **ANNEX D**

### **Code of Conduct and Certifications**

#### **COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE OFFERORS BOARD OF DIRECTORS**

*NOTE TO OFFERORS: LEGIBLY PRINT OR TYPE DIRECTOR SURNAMES AND GIVEN NAMES*

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**STATEMENT OF WORK**  
**REQUEST FOR STANDING OFFER**  
**HIGHWAY TRACTORS AND STRAIGHT TRUCKS**  
**CFB SUFFIELD**

**1. Objective**

1.1 To establish a Regional Individual Standing Offer (RISO) for the rental and delivery/pick-up of Highway Tractors and Straight Trucks, as listed on Table 2.1 for the Department of National Defence including the British Army Training Unit Suffield (BATUS) at Canadian Forces Base Suffield, Ralston (AB) on an as and when requested basis.

**2. Requirement**

**2.1 Equipment**

Item	Vehicle Description
1.	Highway Tractors, GMV Spec Y00, tandem axle, 13-15 Speed transmission or automatic equivalent, air conditioning
2.	Dry Van Straight Trucks, automatic transmission, diesel or gas, with or without lift gates, 2 – 5 Ton capacity, some models must be able to be operated by someone holding a class 5 driver's licence

2.2 All vehicles must be supplied as per the Government Motor Vehicle (GMV) Specification numbers listed in Table 2.1 and no more than 5 years old or 300,000 km maximum.

2.3 Vehicles will be driven throughout Alberta and may be driven throughout Western Canada and USA.

2.4 The offeror will indicate if rate does or does not include unlimited kilometers. If unlimited kilometers are not included, the offeror is to indicate the maximum allowable number of kilometers and the price per kilometer if the maximum is exceeded. Please indicate if this is calculated on a daily, weekly or monthly basis.

2.5 Each vehicle supplied must meet the provisions of the Motor Vehicle safety Act of Canada and the regulations there under that are in force on the date of its manufacture.

**3. Terms and Conditions**

3.1 DND reserves the right, with 48 hours written notice to change the rental period required on the call-up against the Standing Offer at any time during the requested rental period.

3.2 The parties agree that there will be no entitlement to compensation as a result of a change notice and neither party will make any claim whatsoever against the other as a result of this change. In such cases, all work/rentals accepted, delivered and unpaid in accordance with the change notice shall be paid in accordance with the pricing basis established in the Standing Offer.

3.3 When the offeror is notified by DND that the vehicle is no longer required and is available for pick-up, the offeror will cease all charges on that date.

#### **4. Inspections**

4.1 DND reserves the right to inspect the offered vehicle(s) prior to acceptance.

4.2 Prior to acceptance of the vehicle, DND and the Offeror, will inspect the vehicle(s) by completing a Vehicle Inspection Report reporting the condition of each vehicle. The Vehicle Inspection Report will be provided by the Offeror and will include but isn't limited to, odometer readings, damages, malfunctions, cracks in the windshield, scratches in paint or interior, dents on the body, date/time of delivery, etc. The Vehicle Inspection Report will be signed and dated by DND and the Offeror. Mileage accumulated during delivery/pick-up is to be deducted from total accumulated mileage if/when excess mileage charges are applicable.

4.3 Upon return of the vehicle, DND and the Offeror will inspect the vehicle(s) along with reviewing the original Vehicle Inspection Report making sure no additional damages have occurred to the vehicle. Any additional damages will then be documented along with the odometer reading and the date/time of pick-up. Only the additional damage recorded upon return of the vehicle will be considered for compensation by Canada.

4.4 Any conditions normally applied by the offeror and listed in the offeror's rental agreement or acceptance form will not supersede the above listed conditions.

#### **5. Maintenance**

5.1 Full maintenance related to normal wear and tear as defined below will be the responsibility of the Offeror. The DND location that rented the vehicle(s) will not make or cause to have made any maintenance without the consent of the Offeror.

5.2 The Offeror will be responsible for any scheduled servicing to be done to a vehicle as per the operators manual. The Offeror will supply another vehicle of the same type and size to the DND location indicated on the original 942 Call-up Against a Standing Offer form or electronic document, 48 hours prior to the scheduled service date/time. The offeror will be responsible to pick-up/return the vehicle to DND, along with any costs associated to the servicing.

5.3 In cases when a vehicle breaks down, a replacement vehicle of the same type and size must be provided within 48 hours of receipt of notification of break down. The replacement vehicle will be delivered to the DND location indicated on the original 942 Call-up Against a Standing Offer form or electronic document. If the Offeror decided to fix the vehicle through an affiliated agent, the Offeror will be responsible to get the vehicle to and from the affiliated agent location along with any costs associated with the repair. Down time will be considered when computing the monthly charges for maintenance as required.

## **6. Normal Wear and Tear**

6.1 The term “normal wear and tear” refers to the natural amount of deterioration, which can be expected over the term of the rental and includes:

- tire wear, paint chips and minor scratches that do not extend to the base metal;
- all paint scratches and paint wear and minor dents to interior, tip rails and tailgates of trucks
- paint chips caused by stones thrown by the wheels of the vehicles;
- frayed or stretched emergency brake cables;
- interior wear and tear of vehicles not including holes, burns or tears of interior surfaces;
- interior wear of trucks including all paint scratches;
- Tire wear and damage, provided that the tires meet provincial safety standards;

6.2 Removal of decals or signage and any resultant paint repairs are not considered normal wear and tear and will be chargeable as a repair.

## **7. Offeror/DND – Responsibilities**

7.1 The Offeror’s responsibilities will include;

- supply of vehicle with a full tank of fuel for each rental;
- vehicle licensing, permits or exemptions;
- full maintenance due to normal wear and tear;
- replacement of tires and tire repairs to provincial standards
- provision of snow tires when requested.

7.2 DND’s responsibilities will include;

- the supply of fuel during the rental period;
- oil, fluids and lubricants required between regular changes;
- return to the Offeror, all vehicle parts replaced, including damaged or worn tires;
- return of vehicle with a full tank of fuel to the Offeror
- washing of vehicle before return to the Offeror
- flat tires when the vehicle is in use by DND.

## **8. Damages and Lost Time**

8.1 DND is responsible for loss and damage to the vehicle supplied under a 942 Call-up Against a Standing Offer form or electronic document during the rental period if the loss and damage is not the result of normal wear and tear.

8.2 DND will obtain a written estimate for the repairs and in consultation with the Offeror, decide where the repairs are to be performed. If the Offeror decides to have the damage repaired at a place of its choice and the cost of said repairs are high than the estimate obtained, DND will only pay the lesser amount.

8.3 Once the value of the repairs has been established and agreed to by DND, the Offeror will get the vehicle repaired. Invoices must include copies of the estimates and the actual repair invoices. Once the invoice has been received by DND according to Part B – Resulting Contract Clauses;

#2 – Standard Clauses and Conditions, 2.1 General Conditions 2010C (2011-05-16) General Conditions – Services (Medium Complexity), subsection 10 – Invoice Submission and subsection 12 – Payment Period;  
#5 – Invoicing Instructions;

The invoice will be certified and processed.

8.4 If the vehicle has been damage due to the negligence or carelessness of employees of Canada, lost time will be considered based on the daily rental rate and negotiated between the Standing Offer Authority, the Offeror and DND.

## **9. Traffic Violations**

9.1 DND will be responsible for all costs associated with Highway Traffic Act violations, parking infractions, toll fees, red light camera violations and impound fees.

9.2 All ticket fines will be processed by the Offeror. An invoice recovering these costs along with any administration fees will be forwarded to the applicable DND location for payment within two months of receipt of fine.