

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 3X4  
Bid Fax: (250) 363-3344

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> VEHICLE LEASE	
<b>Solicitation No. - N° de l'invitation</b> W1568-13JN02/A	<b>Date</b> 2012-05-16
<b>Client Reference No. - N° de référence du client</b> W1568-13JN02	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-240-5916	
<b>File No. - N° de dossier</b> VIC-2-35014 (240)	<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 2012-06-01</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hogg(VIC), Mike	<b>Buyer Id - Id de l'acheteur</b> vic240
<b>Telephone No. - N° de téléphone</b> (250) 363-3916 ( )	<b>FAX No. - N° de FAX</b> (250) 363-3344
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE EVANS BLDG P.O.BOX 6666 YELLOWKNIFE Northwest Territories X1A2R3 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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 - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<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</b> <b>(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>

## **INSTRUCTION TO BIDDERS**

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

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

### **3. Specifications and Options**

The specifications and optional equipment codes referred to in this document are detailed in the 2012 Government Motor Vehicle Ordering Guide (GMVOG), published by PWGSC under the website: <http://publiservice.gc.ca/services/icpsss-spicsn/gmvog/intro-e.html>

### **4. Communications Notification**

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

### **5. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

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

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

#### 1.1 SACC Manual Clauses

A0031T (2010-08-16) - Basis of Selection - Mandatory Technical Criteria

A0220T (2007-05-25) - Evaluation of Price

Federal Contractors Program

### 2. Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that

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the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

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

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

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid ( two hard copies)

Section II: Financial Bid ( one hard copy)

Section III: Certifications (one hard copy)

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

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

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

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

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

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

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Technical Evaluation

All bids must be completed in detail and provide all the information required in the bid solicitation to allow a full evaluation.

##### 1.1.1 Mandatory Technical Criteria

Bids must comply with all terms and conditions of the Request for Proposal and with Annexes "A" and "B" to be considered responsive.

#### 1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

### 2. Basis of Selection

#### 2.1 Basis of Selection - Mandatory Technical Criteria Only

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

Item	Description	Mandatory Met		Section/Page(s) in Proposal where Mandatory is Met
		Yes	No	
M1	The Bidder must have a minimum of five (5) years experience in leasing of vehicles under similar conditions as detailed in the Request for Proposal			
M2	The Bidder must have full power and authority to lease motor vehicles.			
M3	Acceptance of terms and conditions			

M4	<p>The Bidder's proposed vehicles must be new or nearly new* vehicles, equipped with diesel or gas engines for trucks and under full warranty for the entire term of the agreement.</p> <p>*Nearly new refers to vehicles that are 2010, 2011 or 2012 model year and have 55,000 kilometers or less for ¾ ton truck and 30,000 kilometers or less for ½ ton truck at the time of delivery.</p>			
M5	Responsibilities identified in Annex "A"			
M6	<p>The proposed vehicles must have no major / visible damage to exterior or interior components and be immaculately cleaned. Vehicles should not have been involved in accidents where repair damages exceeded \$2,000. Vehicles supplied must not have excessive wear and tear. Acceptable wear and tear will include:</p> <p>A) Minor paint chips or scratches  B) Interior wear to vehicles, not including holes, burns or tears of interior surfaces  C) Tire wear appropriate to the in-service life and distance traveled.</p>			
M7	The proposed vehicles supplied will have at a minimum, the features listed in the 2012 Government Motor Vehicles Ordering Guide (GMVOG).			
M8	The proposed vehicles must meet the provisions of the Canada Motor Vehicle Safety Act and the regulations there under, which were in effect on the date of manufacture of the vehicle.			

A bid in which all the mandatory criteria have been met will proceed to the financial evaluation stage.

Bids will be evaluated item by item. The bidder with the lowest total aggregated price will be recommended for issuance of a Contract.

Solicitation No. - N° de l'invitation

W1568-13JN02/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-2-35014

Buyer ID - Id de l'acheteur

vic240

Client Ref. No. - N° de réf. du client

W1568-13JN02

CCC No./N° CCC - FMS No/ N° VME

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Price per kilometer will be based on the total lease period. Example, a 4 month lease will include 16,000 kilometers (4,000 km per month X 4 months). All mileage in excess of 16,000 kilometers will be charged the corresponding price per kilometer.

The Contract will be recommended for award to the supplier submitting the lowest total aggregated price as shown above, meeting the 2012 GMVOG specification.

2.2 Canada reserves the right to reject any offer which does not comply with this solicitation. Any deviation is to be clearly identified and supported with full details.

2.3 The Offeror may be required to demonstrate to Canada's satisfaction that it is capable of successfully completing the work in accordance with this solicitation.

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Certifications Precedent to Contract Award

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

#### 1.1 Federal Contractors Program - Certification

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

- ( ) 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;
- ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- ( ) 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;

( ) 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 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

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

- 2.1** The contractor will supply another licensed vehicle of the same type and size to replace a specific vehicle when a unit is taken out of service for repairs., Down time will not be charged.
- 2.2** A copy of current motor inspection sheets will be provided by the contractor upon request. Vehicles found to have safety defects are to be repaired or replaced.
- 2.3** Contractor shall be responsible for all costs and ensure that all vehicles used are properly registered and carry all permits, licenses or exemptions required by the appropriate Municipal, Provincial or Federal Regulatory Bodies. Proof of operating licences and permits must be provided upon request. The Contract is subject to withdrawal in the event the contractor is unable to obtain the necessary authorities and is unable to fulfill requirements.
- 2.4** The contractor will not bring claim against the crown in respect to damage of equipment unless such damage was caused by negligence
- 2.5** **INSURANCE:** Canada shall be indemnified and held harmless from and against any and all claim for damage, loss, costs and expenses which her Majesty may at any time incur or suffer as a result of, or arising out of any injury to persons (including injuries resulting in death) or loss or damage to property which may be or be alleged to be caused by or suffered as a result of the services covered by the contract or any part thereof. The contractor shall maintain the minimum Public Liability Insurance (minimum \$2 million) required by Municipal, Provincial or Federal Law. This insurance shall include the Crown as an assured and not an owner, with satisfactory proof that such policy (policies) is/are in full force and effect.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010C (2012-03-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of contract is from the date of contract award until 24 August 2012 inclusive.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Mike Hogg  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Pacific Region

Telephone: 250-363-3916  
Facsimile: 250-363-0395  
E-mail address: Mike.Hogg@pwgsc-tpsgc.gc.ca

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

## 5.2 Project Authority

The Project Authority for the Contract is:

Capt Richard Novak  
 SO - Whitehorse Cadet Summer Training Center  
 Ph: (867) 393-7316  
 E-mail: Richard.Novak@forces.gc.ca

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

## 5.3 Contractor's Representative

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

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

## 6. Payment

### 6.1 Basis of Payment

Firm rates in Canadian dollars as listed in Annex "B". The rates are firm until the end of the period of the Contract.

The rate shall include Excise Tax where applicable, dealer handling and preparation charges, profit mark-up and are Delivered Duty Paid any delivery dealer location across Canada where the manufactures' published freight rates apply. For any remote locations not covered by the manufactures' published freight rates, the charge back portion freight both ways will be negotiated by PWGSC Contracting Authority.

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## 6.2 Limitation of Price

### C6000C Limitation of Price

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

## 6.3 Method of Payment

### H1008C Monthly Payment

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.

## 6.4 Payment Period

**6.4.1** Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following the date and interest will be paid automatically in accordance with the section entitled Interest on Overdue Accounts of the general conditions.

**6.4.2** If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

## 6.5 SACC Manual Clauses

### 6.5.1 G1001C Insurance Requirements

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with

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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.

### **6.5.2 G2001C Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

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- (f) **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) **Employees and, if applicable, Volunteers must be included as Additional Insured.**
- (h) **Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)**
- (i) **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) **If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.**
- (l) **Litigation Rights:** Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such

actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **6.6. G6001C Vehicles - Long Term Lease**

1. The Contractor must not insure the risks to Canada arising from the use or operation of vehicles leased by Canada on a long-term basis (over 30 days) except where Provincial law makes it mandatory for the Contractor to insure any leased vehicles. Where Provincial law makes it mandatory to insure a leased vehicle, the Contractor must obtain insurance coverage in respect of the vehicle supplied under the lease, and a copy or evidence of such insurance is to be provided to Canada.
2. Canada may decide not to purchase Collision, All Perils or Comprehensive insurance. The option that must be chosen by Canada when renting a vehicle must depend on the applicable Treasury Board Risk Management Policy.
3. In the event of an accident that is self-insured by Canada (as Lessee), Canada must obtain a written estimate for the repairs and, in consultation with the Contractor (as Lessor), must decide where the repairs are to be performed. If the Contractor decides to have the damage repaired at another place and the cost of said repairs is higher than the estimate obtained by Canada, Canada must only pay the lesser amount. Further, if the Contractor decides that the vehicle is to be repaired at a place other than the place Canada chooses, the Contractor must be responsible to pay transport costs of the vehicle to the alternate location.
4. When a leased vehicle is in a disabling accident, all lease charges must cease on said vehicle.

## **7. Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in Section 10 of 2010C, General Conditions - Services (Medium Complexity).

## **8. Certifications**

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **9. Applicable Laws**

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The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia, Canada.

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010C General Conditions - Services (Medium Complexity);
- (c) Annex A, Requirement; Basis of Payment
- (d) Annex B, Vehicle Inspection Report
- (e) the Contractor's bid dated \_\_\_\_\_ (insert date of bid)

## 11. SACC Manual Clauses

A9049C (2011-05-16)	Vehicle Safety
A9039C (2008-05-12)	Salvage

## 12. Specifications and Options

The specification and optional equipment codes referred to in this document are detailed in the 2012 Government Motor Vehicle Ordering Guide (GMVOG), published by PWGSC under this website: <http://publiservice.gc.ca/services/icpsss-spicsn/gmvog/intro-e.html>

## 14. Lease Period

Period of lease is various and ranges from one (1) month and greater and as further defined on the attached Annex "C".

## 15. Termination for Convenience

2010C General Conditions - Services (Medium Complexity). Section 22 (Termination for Convenience) shall not apply.

The section of the General Conditions entitled "Termination for Convenience" does not apply to the lease of vehicles. This section applies in lieu thereof:

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- 15.1** Notwithstanding anything contained in the Contract, the Minister may terminate the lease with respect to the vehicle at any time during the lease period by giving the Contractor 30 days prior notice.
- 15.2** In the event of a termination notice being given, the Contractor shall be entitled to be paid, to the extent that the Contractor has not already been paid by Canada:
- a) the monthly lease charges for the vehicle, so terminated, incurred to the date of termination, prorated to the date as indicated in the Basis of Payment section of this Contract; and
  - b) the lease termination charge, if any, which is specified in the Basis of Payment section of this Contract.
  - c) Notwithstanding anything in section (10), the total amount to which the Contractor is entitled under paragraphs a and b, together with any amount already paid to the Contractor for the lease of the vehicle, shall not exceed the total Contract price for the lease of the vehicle, or, in the event of a partial termination, the portion of the Contract price that is applicable to the lease that is terminated.
- 15.3** The Contractor shall not claim for damages, compensation, loss of profits, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under or pursuant to the provisions of this section, except to the extent that this section expressly provides.

## **16. Title to Lease Motor Vehicle**

Title to the motor vehicle supplied under contract shall at all times remain with the Contractor.

## **17. Lease type**

Operational and closed end lease type. Non-Maintenance.

## **18. Definitions**

**Lease:** A conveyance or grant of the possession of property to last during the life of a person, or a term of years or other fixed term period, and usually with the reservation of a rent. It is essential that a lease shall specify the period during which the lease is to endure, and the beginning and the end of the term.

**Lessor or Contractor:** The entity that arranges and administers the lease.

**Lessee:** The customer who leases the vehicle.

**Operational Lease:** It is a lease where the benefits of ownership related to the lease property are retained by the lessor (leasing company).

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**Closed End Lease:** A type of lease where the lessee is not responsible for the value of a vehicle when the lease term ends.

### **19. Delivery of the Vehicles**

The vehicles will be delivered through an established dealer(s), or by the supplier, to the destination specified herein.

### **20. Pre-Servicing**

The vehicle shall be pre-serviced in the normal way for customer delivery.

### **21. Quiet Enjoyment**

The Lessor represents and warrants that:

- a) it has full power and authority to lease the motor vehicle to Canada; and
- b) during the period of the lease of the motor vehicle, if Canada is not in default in carrying out any of Canada's obligations under the contract, Canada shall have unlimited use of the motor vehicle without disturbance from the Contractor, except when the Contractor is performing maintenance pursuant to the provisions of the Contract, and without disturbance by any person lawfully claiming by, through, or under the Contractor.

### **22. Supply of Alternative Vehicle**

The Contractor will provide the type of vehicle requested by Canada. Should the Contractor substitute a vehicle having a higher rental rate than the type requested, the applicable charge must be the one for the vehicle requested. The Contractor will advise the Project Authority of any substitution. Should the vehicle have a lower rental rate than the type requested, the applicable charge shall be the lower of the two.

### **23. Tires**

The lessor will be responsible for the replacement of tires covered by the tire manufacturer's normal warranty, while the Lessee will be responsible for the repair or replacement of tires damaged by road hazards and normal wear and tear. Replacement tires will be to original equipment specifications with the same life, standard and quality.

### **24. Vehicle Warranty**

The manufacturer's standard warranty shall apply to the leased vehicles.

### **25. Insurance Requirement**

The Contractor must comply with the insurance requirements specified herein. 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.

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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.

## **26. Additional Terms and conditions**

**26.1** Lessor shall be able to provide service and support in the Yukon.

**26.2** If a vehicle has continual mechanical and/or other problems and is out of service for 60 days, the vehicle is to be returned to the Lessor and a comparable vehicle is to be supplied to the Lessee at the same contract rate as for the previous vehicle.

**26.3** There shall be no additional charge to clean the vehicle upon return to the supplier

**26.4** The Lessor must not release any information to anyone except in the case of a recognized credited police department, Transport Canada, Transportation & Communication (provincial). Anyone from the above mentioned departments must present themselves with identification to the Lessor who will then refer them to Revenue Canada. In the event it is discovered that the Lessor is at fault for unauthorized persons receiving information on the lease, the Lessor will be in default of the contract.

**Annex "A"****REQUIREMENT**

To supply eleven (11) vehicles on a rental/lease basis in accordance with descriptions listed below to the Department of National Defence, Whitehorse, YT for the period of 11 June 2012 to 24 August 2012 in support of the Whitehorse Summer Training Centre 2012 Cadet Camp.

**Definition:**

- Lessor: the entity that arranges and administers the lease (supplier)
- Lessee: the customer who leases the vehicles (Crown)
- Agent: one who represents and acts for another under the contract or relation of Agency (dealership)

**Statement of Work**

1. Qty 1 x Crew Cab truck to have 6' - 8' boxes with canopy and a trailer hitch, required from 19 June to 20 August, 2012;
2. Qty 1 x Crew Cab truck to have 6' - 8' boxes with canopy and a trailer hitch, required from 01 July to 12 August, 2012;
3. Qty 3 x Crew Cab truck to have 6' - 8' boxes with canopy and a trailer hitch, required from 07 July to 19 August, 2012;
4. Qty 1 x Diesel Crew Cab truck to have 6' - 8' boxes with canopy and a trailer hitch, required from 23 July to 13 August, 2012;
5. Qty 1 x Diesel Crew Cab truck to have 6' - 8' boxes with a trailer hitch, required from 23 July to 13 August, 2012;

Each Crew Cab type vehicle to be equipped with metal framed and screened protective cab guard (headache rack);

All Crew Cab to have tailgates;

6. Qty 2 x Passenger carrying vehicles (Mini van) must have a carrying capacity of 6 to 8 passengers.

**Dates required:**

- Qty 1 x Mini van from 02 July to 17 August, 2012;
- Qty 1 x Mini van from 12 July - 16 August, 2012

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7. Qty 1 x Full Size Sport Utility Vehicle (SUV) from 11 June 2012 to 24 August 2012
8. The Lessor shall provide Public Liability and Property Damage Insurance for all vehicles rented/leased and operated within the Yukon, British Columbia and the United States. The Department of National Defence shall underwrite its own collision coverage; \$0.00 deductible required.
9. A copy of evidence of such insurance (as outlined above #5) in respect of a vehicle supplied against the lease shall be deposited with PWGSC within seven (7) days after notification of contract awards.
10. Insurance (above) to provide coverage whether vehicle is being operated for paved, unpaved, or off highway use. All risk insurance is to be included.
11. All work under Contract shall be carried out in accordance with existing Federal, Territorial, Provincial, and Municipal Codes, Regulations, and By-laws. Any charges imposed as a result of such Codes, Regulations, or By-Laws shall be the responsibility of the Lessor.
12. The Lessor will provide a point of pick up and return of the vehicle to the Site Authority within Whitehorse, Yukon. The Lessor shall deliver the vehicle, fully serviced, with a full tank of gasoline. Vehicles will be picked up and returned at the Lessor's Whitehorse Main Office facility.
13. The Site Authority is responsible for the supply of gasoline and shall be responsible for the return of the vehicle with a full gasoline tank upon completion or termination of contract.
14. The Site Authority reserves the right to return, within (3) three days, any vehicle supplied against this contract which, after being test driven, is not in acceptable condition without payment of any fee for the period covered. The Lessor shall provide a replacement vehicle immediately or correct the unsatisfactory condition(s) on the vehicle, and the rental costs will commence at the time that the replacement/corrected vehicle is returned.
15. The Lessor will be responsible for carrying out all warranty servicing during the rental period. The Lessor will be responsible for pick up and return of the vehicle for warranty servicing.
16. The Lessor will be responsible for vehicle maintenance; servicing, tire replacement and tire repair (e.g. flat due to normal wear and tear). Maintenance shall include labour, parts replacement, and the servicing of all portions of the vehicle including changing engines oil at intervals specified in the manufacturer's manual. The Lessor shall replace tires, blown or worn through normal driving and road hazard conditions. The Site Authority shall not make or cause to have made any maintenance exceeding \$25.00 without the prior consent of the Lessor. The cost of replacements which are made by the Site Authority shall be credited to the Site Authority's account by the Lessor upon receipt of a paid invoice covering such replacement or servicing. The Site Authority

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will be responsible for the return to the Lessor of all vehicle parts replaced, including damage or worn tires.

17. The Lessor may be required to supply another licensed vehicle of the same type and size to replace a specific vehicle when the unit is taken out of service for repairs for a period greater than 24 hours. Down time will be considered when computing the monthly charges.

18. The Lessor is responsible for all normal wear and tear, including nicked or lightly scratched bright metal, worn upholstery, salt stained carpeting, stone bruises, and chips to mandatory when the operator's vision is impaired.

19. The vehicle shall be devoid of advertising of any kind. The Site Authority reserves the right to require the removal of any signs or decals without financial obligations.

20. The vehicle supplied shall be equipped with all safety features in accordance with Canada Motor Vehicle Safety Standards.

21. Any conditions usually applied by the Rental Agency and listed in the Rental Agreement or Acceptance Form will NOT supersede the term and conditions of the Contract.

### **Condition of Equipment**

All vehicles provided under the term of this Contract shall;

- a. be equipped with seats in compliance with Canadian Motor Vehicle Safety Standards as issued by Transport Canada under the authority of the Canadian Motor Vehicles Safety Act.
- b. Vehicles shall not be more than (2) years old; there is NO requirement for luxury packages.

### **Delivery**

1. It is a condition of this solicitation that delivery and inspection take place at the Lessor' Main Office in Whitehorse, YT.
2. Vehicles will be returned to the Lessor at the same location.

### **Inspection and Acceptance**

The Crown reserves the right to inspect the offered lease vehicle to determine that they meet the minimum requirements specified in the Government Motor Vehicle Ordering Guide and DND specifications. Inspection and Acceptance will be completed by the Site Authority or his designated representative. At delivery and upon return to the marshalling location, the vehicles will be inspected for damage by the Lessee and Lessor simultaneously. The condition of each

motor vehicle (damage, malfunction, loss and the like) discovered during the inspection shall be recorded on the Vehicle Inspection Report (to be provided by the Lessor) which shall be dated and signed by both parties, the Lessor and the Lessee. Only damages recorded on the report shall be considered for compensation by the Crown. The failure of the Lessor to provide personnel for the completion of this report at the time of pick up or return shall be interpreted as tacit acceptance of the Lessee's inspection report. Any claims for damages by the Lessor after submission of this signed report by the Lessee shall not be accepted or paid by the Lessee.

### Service and Repairs

1. Service and repairs must be available at all times including evening and weekends in Whitehorse, Yukon.
2. If a vehicle is broken down outside of Whitehorse and unable to return to your service point, parts are to be sent out or taken out by a mechanic and installed within 24hours, subject to availability.
3. Replacement Vehicle, in the event that a motor vehicle, as described herein, is taken out of service for repairs or servicing, or is not available upon request, a substitute motor vehicle of equal or better value acceptable to the Crown will be provided by the Lessor at no additional charge.

### Quiet Enjoyment

The Lessor warrants that;

- a. it has full power and authority to lease the motor vehicle to Canada;
- b. during the period of the lease of the motor vehicle, if Canada is not in default in carrying out any of Canada's obligations under the contract, Canada shall have unlimited use of the motor vehicle without disturbance from the Contractor, except when the Contractor is performing maintenance pursuant to the provisions of the Contract, and without disturbance by any person lawfully claiming by, through, or under the contract.

### Basis of Pricing

Prices are required on a daily, weekly, monthly basis. Quotes price shall include stated insurance requirement and unlimited mileages. No advertisement/company logos on any vehicles.

Vehicle Description	GMV Spec	\$/day	\$/week	\$/month
1. 1 ton Crew Cab 4x4	Q81			
2. Mini Van 2wd	M60			
3. SUV	L61			

Solicitation No. - N° de l'invitation

W1568-13JN02/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-2-35014

Buyer ID - Id de l'acheteur

vic240

Client Ref. No. - N° de réf. du client

W1568-13JN02

CCC No./N° CCC - FMS No/ N° VME

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\*Vehicles rented on a monthly basis will be invoiced on a 30 day month basis. Partial months shall be pro-rate on a 30 day month basis.

Solicitation No. - N° de l'invitation  
F1649-090020/A  
Client Ref. No. - N° de réf. du client  
F1649-090020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VAN-9-30617

Buyer ID - Id de l'acheteur  
van582

CCC No./N° CCC - FMS No./N° VME

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**Annex "D"**  
**VEHICLE INSPECTION CHECK LIST**

Location: \_\_\_\_\_

Date Delivered: \_\_\_\_\_ Date Returned: \_\_\_\_\_

Make/Model/Colour/VIN: \_\_\_\_\_

Unit Number: \_\_\_\_\_ Licence Number: \_\_\_\_\_

Odometer Reading: Start \_\_\_\_\_ Finish \_\_\_\_\_

Fuel: E \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ F Lights: \_\_\_\_\_

Are the tires as requested in contract; please specify:  
\_\_\_\_\_  
\_\_\_\_\_

Spare Tire: \_\_\_\_\_ Keys: \_\_\_\_\_  
Jackall: \_\_\_\_\_

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

Received by Signature: \_\_\_\_\_

Delivered by: \_\_\_\_\_ Picked up By: \_\_\_\_\_

Inspected by: \_\_\_\_\_

**GENERAL COMMENTS**



Solicitation No. - N° de l'invitation  
F1649-090020/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
van582

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

F1649-090020

VAN-9-30617

