

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

## Cabot Place, Phase II

**Box 4600**

**St. John's, NL**

**A1C 5T2**

**Bid Fax: (709) 772-4603**

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

PWGSC / TPGSC - Nfld. Region

Cabot Place, Phase II, 6th Floor

Box 4600

St. John's, NL

A1C 5T2

<b>Title - Sujet</b> RISO CFS SJ- Rental of Vehicles	
<b>Solicitation No. - N° de l'invitation</b> W0139-120001/A	<b>Date</b> 2012-04-19
<b>Client Reference No. - N° de référence du client</b> W0139-120001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XAQ-021-5579
<b>File No. - N° de dossier</b> XQA-1-34295 (021)	<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 2012-05-16</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Daylight Saving Time NDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fisher, Christine M.	<b>Buyer Id - Id de l'acheteur</b> xaq021
<b>Telephone No. - N° de téléphone</b> (709)772-5506 ( )	<b>FAX No. - N° de FAX</b> (709)772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Commanding Officer Canadian Forces Station, St. John's PO Box 2028, Bldg. 206, Plesantville	
<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**

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

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq021

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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, if applicable, 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 | <p>7A, Standing Offer, and 7B, Resulting Contract Clauses:</p> <p>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;</p> <p>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.</p> |

The Annexes include the Requirement, the Basis of Payment and any other annexes.

## 2. Summary

To establish a Regional Individual Standing Offer (RISO) for the rental of vehicles, as per GMV specifications, for the Department of National Defence for St. John's, Central Area and West Coast of Newfoundland and Labrador, on an "as and when" requested basis.

The term of the Standing Offer is for One (1) year. A standing offer is an agreement and not a contract. The overall estimated value is \$35,000.00.

It may be necessary to award more than one Standing Offer to ensure coverage of geographical areas. The value awarded to each area is stated below:

St. John's, NL	\$25,000.00
Central Area, NL	\$5,000.00
West Coast, NL	\$5,000.00

## 3. Debriefings

After issuance of a standing offer, 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	16/08/10
M0019T	Firm Price and/or Rates	25/05/07

### 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.

#### 2.1 Electronic Purchasing

- The Standing Offer that will be issued as a result of the Request for Standing Offers can be listed on e-purchasing, which is a web-based desk top purchasing system provided to federal government departments.
- While not obligated to agree to have their products/prices listed on e-purchasing, offerors are strongly encouraged to do so as this is the direction that the Federal Government may be taking in the future. Further, it will increase the visibility of the successful Offeror's catalogued products.
- The Offeror's decision to agree or decline to list its products on e-purchasing will not affect the evaluation of its offer or the authorization of a Standing Offer.
- If the Offeror is interested in having its Standing Offer on e-purchasing, it can obtain a copy of the setup requirements by faxing a request to the Public Works and Government Services Canada (PWGSC) Standing Offer Authority identified in the request for Standing Offer. The Offeror should also indicate:
  - its interest in listing its catalogue (products/prices) on e-purchasing:  
Interested: YES\_\_\_ NO\_\_\_
  - its capability to load the standing offer products on a file layout in either Excel or Lotus 123 in bilingual format (a sample layout will be provided by PWGSC upon request);
  - in which software the catalogue (products/prices) can be loaded:  
Excel: YES\_\_\_ NO\_\_\_ and/or

- Lotus 123: YES\_\_\_\_ NO\_\_\_\_; and
- (d) indicate if green products are easily identifiable:
- Green products are highlighted: YES\_\_\_\_ NO\_\_\_\_
- Green products can be highlighted: YES\_\_\_\_ NO\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: (    ) \_\_\_\_\_

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than three (3) 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.

### 4. 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 Newfoundland and Labrador.

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

Canada requests that offerors provide their offer in separately bound sections as follows:

#### Section I: Technical Offer

#### Section II: Financial Offer

#### Section III: Certifications

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

. To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Offer

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

#### Section II: Financial Offer

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

#### 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 \_\_\_\_\_



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Amd. No. - N° de la modif.

File No. - N° du dossier

XAQ-1-34295

Buyer ID - Id de l'acheteur

xaq021

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

W0139-120001

CCC No./N° CCC - FMS No/ N° VME

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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.

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 1.1. Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

It is mandatory to bid on all items within a class (e.g. Day, Week & Month). Failure to do so will deem the bid non-responsive.

**It is not mandatory to bid on all geographical areas listed, or all classes of vehicles, however, it is mandatory to bid on all items within a class (e.g. Day, Week & Month). Failure to do so will deem the bid non-responsive.**

#### 1.2 Financial Evaluation

**SACC Reference**  
M0220T

**Section**  
Evaluation of Price

**Date**  
25/05/07

##### 1.2.1 Evaluation:

Offers will be evaluated on the basis of the lowest aggregate total for each vehicle class using the following usage:

Daily Rate x 30

Weekly Rate x 4

Monthly Rate x 1

It may be necessary to award more than one Standing Offer to ensure coverage of geographical areas.

St. John's, NL  
Central Area, NL  
West Coast, NL

### 2. Basis of Selection - Mandatory Technical Criteria Only

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

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications 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 or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. 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.

#### 1.1 Workers Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board. The Bidder must provide, within (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

#### 1.2 Federal Contractors Program - over \$25,000 and below \$200,000

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, 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, 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.

### 1.3 Former Public Servant Certification

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, bidders 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, in the context of the fee abatement formula, 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 to the Canada Pension Plan Act, R.S., 1985, c. C-8.

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

Is the Bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee reduction (abatement formula) as required by Treasury Board Policy.

### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?      **YES ( )**      **NO ( )**

If so, the Bidder 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.

### Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## PART 6 - INSURANCE REQUIREMENTS

### 1. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in **Annex "C"**.

If the information is not provided in the offer, 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.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

##### 2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 2.2 Standing Offers Reporting

###### Periodic Usage Reports - Standing Offer

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 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 **August 01, 2012 up to and including July 31, 2013**.

#### **4. Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Christine Fisher, Contracting Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
John Cabot Building, 7th Floor  
10 Barter's Hill, P.O. Box 4600  
St. John's, NL A1C 5T2

Telephone: 709-772-5506  
Facsimile: 709-772-2932  
E-mail address: christine.fisher@pwgsc.gc.ca

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

##### **4.2 Project Authority**

The Project Authority for the Standing Offer is:

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

Department of National Defence  
Building 806, Pleasantville  
P.O. Box 2028  
St. John's, NL A1C 6B5

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**

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

Telephone : \_\_\_\_ \_\_\_\_ \_\_\_\_

Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_

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



## 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is :

**The Department of National Defence Branches within Newfoundland and Labrador.**

## 6. Call-up Procedures

The call-up Authority for the Department will issue the Call-up to the firm holding the standing offer for the item.

## 7. 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 electronic document.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$10,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

## 9. Financial Limitation

### Financial Limitation - Total

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of **\$35,000.00** (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 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C, (2012-03-02) General Conditions - Services Medium complexity;
- e) Annex A, Requirement
- f) Annex B, Basis of Payment
- g) Annex C, Insurance Requirements

h) Annex D, Periodic Usage Report

l) the Offeror's offer \_\_\_\_\_ (insert date of offer), \_\_\_\_\_ (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" **or** "as amended \_\_\_\_\_". (insert date(s) of clarification(s) or amendment(s) if applicable).

## 11. Certifications

### 11.1 Compliance

Compliance with the certifications 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 or 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.

### 11.2 SACC Manual Clauses

SACC Reference	Section	Date
A0285C	Worker Compensation	(2007-05-25)

## 12. Applicable Laws

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

## 13 SACC Manual Clauses

SACC Reference	Section	Date
M3800C	Estimated	2006-08-15
M3000C	Price Lists	2006-08-15

## 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. Requirement

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

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

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

Section 15, Interest on Overdue Accounts, of 2010C (2012-03-02), General Conditions -Services (Medium Complexity) will not apply to payments made by credit cards at point of sale.

### 3. Term of Contract

#### 3.1 Delivery Date

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

### 4. Payment

#### 4.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a "firm unit price(s)" as specified in the in Annex "B" . Customs duties are "included" and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

#### 4.2 Limitation of Price

SACC Manual clause C6000C (2007-05-25) Limitation of Price

#### 4.3 SACC Manual Clauses

SACC Reference	Section	Date
H1001C	Multiple Payments	12/05/08
A9117C	T1204 - Direct Request by customer Department	2001-11-30

#### 4.4 Payment by Credit Card

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

**OR**

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

## 5. Invoicing Instructions

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

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "D". 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.

## 7. SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	16/05/11

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## **ANNEX "A"**

### **REQUIREMENT**

#### **Requirement**

To establish a Regional Individual Standing Offer for the rental of vehicles, as per GMV specifications, for Department of National Defence for St. John's, Central Area and West Coast of Newfoundland and Labrador on an "as and when" requested basis.

#### **Period of Standing Offer**

The period for making call-ups and providing services against the Standing Offer will be one (1) year.

**Estimated value: \$35,000.00**

#### **Geographical Areas**

St. John's, NL	\$25,000.00
Central Area, NL	\$5,000.00
West Coast, NL	\$5,000.00

## Annex "B"

### Basis of Payment

#### Basis of Payment/Pricing:

The offeror is requested to provide firm individual pricing for the Department of National Defence for St. John's, Newfoundland in the following format:

#### Pricing:

##### Mandatory Requirement

- It is mandatory to bid on all items within a class (e.g. Day, Week, & Month). Failure to do so will deem the bid non-responsive.
- It is not mandatory to bid on all geographical areas listed or all classes of vehicles.

#### Pricing

##### Pricing Area:

##### St. John's, Newfoundland and Labrador

#### 1. Full Size Sedan as per GMV Spec D00

- |     |           |                                   |
|-----|-----------|-----------------------------------|
| (a) | Per Day   | \$ _____                          |
| (b) | Per Week  | \$ _____ (7 day week)             |
| (c) | Per Month | \$ _____ (not to exceed 3 months) |

#### 2. Mid Size Sedan as per GMV Spec D30

- |     |           |                                   |
|-----|-----------|-----------------------------------|
| (a) | Per Day   | \$ _____                          |
| (b) | Per Week  | \$ _____ (7 day week)             |
| (c) | Per Month | \$ _____ (not to exceed 3 months) |

#### 3. ½ Ton Utility 4x4 as per GMV Spec L61 (SUV)

- |     |           |                                   |
|-----|-----------|-----------------------------------|
| (a) | Per Day   | \$ _____                          |
| (b) | Per Week  | \$ _____ (7 day week)             |
| (c) | Per Month | \$ _____ (not to exceed 3 months) |

**4. ½ Ton Cargo 4x2 as per GMV Spec N20 (P/UP)**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**5. ½ Ton Cargo 4x4 as per GMV Spec N21 (P/UP)**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**6. Seven (7) & Eight (8) Passenger Van as per GMV Spec M60**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**7. Cube Van 1 or 1.5 Ton as per GMV Spec S70**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**8. 1 1/2 Ton Crew Cab 4x8ft. Box, as per GMV Spec Q81**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**Pricing Area:****Central Area, Newfoundland and Labrador****1. Full Size Sedan as per GMV Spec D00**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**2. Mid Size Sedan as per GMV Spec D30**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**3. ½ Ton Utility 4x4 as per GMV Spec L61 (SUV)**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**4. ½ Ton Cargo 4x2 as per GMV Spec N20 (P/UP)**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**5. ½ Ton Cargo 4x4 as per GMV Spec N21 (P/UP)**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)



**6. Seven (7) & Eight (8) Passenger Van as per GMV Spec M60**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**7. Cube Van 1 or 1.5 Ton as per GMV Spec S70**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**8. 1 1/2 Ton Crew Cab 4x8ft. Box, as per GMV Spec Q81**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

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**Pricing Area:****West Coast, Newfoundland and Labrador****1. Full Size Sedan as per GMV Spec D00**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**2. Mid Size Sedan as per GMV Spec D30**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**3. ½ Ton Utility 4x4 as per GMV Spec L61 (SUV)**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**4. ½ Ton Cargo 4x2 as per GMV Spec N20 (P/UP)**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**5. ½ Ton Cargo 4x4 as per GMV Spec N21 (P/UP)**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**6. Seven (7) & Eight (8) Passenger Van as per GMV Spec M60**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**7. Cube Van 1 or 1.5 Ton as per GMV Spec S70**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**8. 1 1/2 Ton Crew Cab 4x8ft. Box, as per GMV Spec Q81**

- (a) Per Day \$ \_\_\_\_\_
- (b) Per Week \$ \_\_\_\_\_ (7 day week)
- (c) Per Month \$ \_\_\_\_\_ (not to exceed 3 months)

**Additional charge of \$ \_\_\_\_\_ for persons under 21 years of age to pick up a vehicle.**

**For vehicles not included above a discount of \_\_\_\_\_ % off regular rates.**

- Rental vehicles supplied must be 2011 or newer.
- Daily rates apply to rentals for fewer than six (6) days, after which Weekly rates shall apply for rental up to thirty (30) days. For rentals thirty (30) days or more, Monthly rates are applicable. Costs of rental shall be pro-rated based on applicable rate.
- All vehicles must have automatic transmission and be equipped with an AM/FM radio. There must be access through local representatives for all vehicles.
- The above rates to include unlimited kilometres.
- Vehicle insurance not required, as the Crown is its own insurer.
- Pickup and drop off of vehicles by rental company at no additional cost.
- Cleaning of vehicles to be included in rental prices.

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- 
- Cube Vans to be 2010 or newer.

## ANNEX "C"

### Insurance Requirements

#### 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:

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.**

- a. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. Employees and, if applicable, Volunteers must be included as Additional Insured.
- g. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- h. 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.
- i. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty **(30) days** written notice of policy cancellation.
- j. 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.

**Vehicles - Short Term Lease**

For vehicles rented by federal government employees, while travelling on official government business, for a period of less than 31 days, the Contractor must insert as lessee, Canada, as presented by the Public Works and Government Services Canada/Department of National Defence.

**Automobile Liability Insurance**

1. The Contractor must obtain Automobile 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.

2. The policy must include the following:

(a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

(b) Accident Benefits - all jurisdictional statutes

(c) Uninsured Motorist Protection

(d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

**ANNEX "D"****PERIODIC USAGE REPORTS**

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 data must be submitted on a "quarterly basis" to the Public Works and Government Services Canada Standing Offer Authority.

Quarterly 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.

Electronic reports must be completed and forwarded to the Standing Offer Authority no later than 15 calendar days after the end of the "quarterly period".

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

Supplier's Name								
Standing offer Title / Description								
Standing Offer Number								
Reporting Period (Fiscal Year & Quarter)								
Total \$ Value of Orders for the Reporting Period (incl. HST)								
Total \$ Value of Orders for the Fiscal Year to Date (incl./HST)								
Call up Detail by ordering Department								
Department or Agency	P/N	ITEM DESCRIPTION				QTY	UNIT	Total

The required information for this Standing Offer must be e-mailed to the following addresses:

Christine.fisher@pwgsc.gc.ca and rhonda.manning@pwgsc.gc.ca