

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338**

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
Public Works and Government Services Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

| | |
|---|--|
| Title - Sujet RMSO - Vehicle Rentals | |
| Solicitation No. - N° de l'invitation ET959-131044/B | Date 2012-09-24 |
| Client Reference No. - N° de référence du client ET959-131044 | GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-108-8200 |
| File No. - N° de dossier WPG-2-35086 (108) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-04 | Time Zone Fuseau horaire Central Daylight Saving Time CDT |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Perkins, Bill | Buyer Id - Id de l'acheteur wpg108 |
| Telephone No. - N° de téléphone (204)983-0275 () | FAX No. - N° de FAX (204)983-7796 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: VARIOUS GOVERNMENT DEPARTMENTS OR AGENCIES AS INDICATED ON THE INDIVIDUAL CALL-UP DOCUMENT | |
| Security - Sécurité 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 |

REGIONAL MASTER STANDING OFFER - Trucks and Van Rentals

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six 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 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, Basis of Payment, and Standing Offer Usage Report

2. Summary

A Regional Master Standing Offer (RMSO) is required for the supply and delivery of rental vehicles such as passenger vans, various pickup trucks, 3/4 ton cargo vans, and 4 x 4 pick-ups. For the purpose of this RMSO, the Region is defined as Manitoba and prices must include delivery to Canadian Forces Base (CFB) Shilo as required. Other Government Departments (OGD's) operating in the Brandon area (defined as 50 Km's Surrounding) as well as the Winnipeg area but not specifically identified will also be able to place call-ups. The Standing Offer period will be valid for one (1) year with the option to extend for an additional two (2), one (1) year periods.

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form* - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

| | |
|--------|-------------------------|
| B3000T | Equivalent Products |
| M0019T | Firm Price and/or Rates |

| |
|------------|
| 2006-06-16 |
| 2007-05-25 |

2. Submission of Offers

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

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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 Manitoba.

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 (1 hard copy)

Section II: Financial Offer (1 hard copy) and one (1) soft copy, Excel file, by e-mail.

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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)

(<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 _____

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

- a) Bidders must meet the Mandatory Specifications identified under Annex "A" - Requirement.
- b) Provision of firm pricing as requested in Annex "B", Basis of Payment. **Bidders must bid on at least five (5) out of the six (6) items** listed for Canadian Forces Base Shilo (A1-A3). E.g. If an offeror submits pricing for 5 items in Schedule A1 they must submit prices for those same items in Schedule A2 and A3 to be deemed compliant.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2010-01-11), Evaluation of Price

2.0 Basis of Selection

2.1 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 will be recommended for issuance of a standing offer. The evaluation total will be calculated by multiplying the rental rate for each item by the associated estimated quantity listed and summing all values for the initial one (1) year term and two (2) option periods.

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. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer

- 1.1 Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

2. 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 requirements within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer

eligible to receive 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 offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror 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), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

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

- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

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

PART 6 - SECURITY, FINANCIAL AND 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 D .

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

2.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection 4 of Section 11 - Code of Conduct and Certifications – Standing Offer of 2005 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

2.2 Standing Offers Reporting

2.2.1 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 "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The quarterly reporting periods are defined as follows:

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

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

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from approximately October 12, 2012 to October 11, 2013.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for **an additional two (2), one (1) year option periods** under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Bill Perkins
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, MB R3C 2Z1

Telephone: (204) 983-0275
Facsimile: (204) 983-7796
E-mail address: bill.perkins@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 identified in the call-up against the Standing Offer.

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: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : CFB Shilo and OGD's in Manitoba.

6. 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 or an electronic document.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$20,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

7.1 Delivery Call ups

Delivery FOB Destination **MUST** be made or available **within 48 hours notice** from receipt of a call-up.

The Best Delivery/Pick-up availability we can offer is _____ hours from receipt of a call-up on vehicles and equipment. Offerors indicating a delivery period in excess of the mandatory shall be deemed non-responsive.

8. Financial Limitation - Total

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of **\$TBD** (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 (4) 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.

9. 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 (2012-07-16), General Conditions - Standing Offers - Goods or Services;
 - d) the general conditions 2029 (2012-07-16), General Conditions-Goods or Services (Low Dollar Value);
 - e) Annex "A", Requirement;
 - f) Annex "B", Basis of Payment;
 - g) Annex "C" Standing Offer Usage Report;
 - h) Annex "D" Insurance Requirements;
 - i) the Offeror's offer dated: TBD.

10. Certifications

10.1 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. 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 Manitoba.

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 vehicles detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2029 (2012-03-02) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 11 Interest on Overdue Accounts, of 2029 (2012-03-02) General Conditions (Low Dollar Value) will not apply to payments made by credit cards at point of sale.

2.2 SACC Manual Clauses

| | | |
|--------|----------------------------------|------------|
| A9062C | Canadian Forces Site Regulations | 2010-01-11 |
| B7500C | Excess Goods | 2006-06-16 |
| D5328C | Inspection and Acceptance | 2007-11-30 |
| A9006C | Defence Contract | 2008-05-12 |

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price specified in the Call-Up. 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 Method of Payment

SACC Manual clause H1001C (2008-05-12), Single Payment

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

5.1 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.

6. Insurance requirements G1001C (2008-05-12)

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.

ANNEX "A" REQUIREMENTS TRUCK AND VAN RENTALS

The Department of National Defence located at Canadian Forces Base Shilo, and OGD's operating in the Province of Manitoba, as required in accordance with the terms and conditions identified herein for the period of the standing offer. The rental period may be daily, weekly, or monthly. All rentals are Operational and Close Ended leases.

- The vehicles will be driven by Federal Government personnel only.
- Vehicle rates and estimated usage are included in the Basis of Evaluation/Payment Schedules.

Each vehicle supplied must meet the provisions of the Motor Vehicle Safety Act of Canada and the regulations thereunder that are in force on the date of its manufacture.

UPON ISSUANCE OF A CALL-UP AGAINST A STANDING OFFER (FORM 942), CANADA RESERVES THE RIGHT TO NOT SIGN THE OFFEROR'S RENTAL AGREEMENT AS THE TERMS AND CONDITIONS OF THIS STANDING OFFER ARE TO TAKE PRECEDENCE.

DEFINITIONS:

In this Request for Standing Offer, the Offeror is sometimes referred to as the "Lessor" and The Government of Canada is sometimes referred to as the "Lessee".

Operational Lease: It is a lease where the benefits of ownership related to the lease property are retained by the lessor

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

Normal Wear and Tear: The amount of deterioration which can be expected over the term of the lease.

TERMS AND CONDITIONS

1. All rental rates are to include unlimited kilometer usage. Vehicles are to be delivered to the destination as indicated on the individual "Call-up" form.
2. The Vehicle must be available for use within 48 hours from time of call-up.
3. The Supplier could be required to deliver/pick-up vehicle to/from CFB Shilo, when more than 24 hours notice of call-up is given, and/or when rental is for a period of 7 days or more, or unless prior arrangements have been made.
4. When less than 24 hours notice of call-up is given, or when rental is for less than 7 days, Government personnel will pick-up vehicle from suppliers' local agent unless the offeror indicates delivery is possible.
5. Vehicles must be no more than two years old, in good repair and in clean condition.
6. When each vehicle rental is returned to or picked up by the supplier, the Lessee must be provided with complete signed copies of the vehicle condition reports showing odometer readings,

date/time of return and vehicle condition report forms from before and after the rental. If requested by the Lessee a copy of the vehicle rental agreement, executed by both parties shall be provided with the vehicle upon commencement of the rental period. The terms of this SOA take precedence over the terms of the rental agreement.

7. The lessor will be responsible for full maintenance related to normal wear and tear as defined below. The Lessee shall not make or cause to have made any maintenance without the consent of the lessor. The Crown is responsible for loss and damage to the vehicle supplied under a call up to this Standing Offer during the rental period if caused by the negligence or carelessness of employees of the Crown and recorded to the extent that the loss or damage is not the result of an Act of God or normal wear and tear.
8. In case of breakdown of vehicle, replacement or on-site repair is required within 4 hours in local area, or through affiliated agents when vehicle is required to leave the area.
9. Insurance coverage held by the Lessor must be in place for each vehicle rented and must be consistent with the minimum level required by the province having jurisdiction.
10. Cancellation of a call-up may be made with at least 12 hours of notice before the requested delivery time at no additional fee or penalty charge.
11. Rentals may be made on a daily, weekly or monthly basis. If the vehicle type requested is not available an upgrade to a comparable vehicle, subject to the acceptance of Canada will be provided at no extra charge until the vehicle type request is available.
12. Any conditions usually applied by the rental agency and listed in the Rental Agreement or Acceptance form will **NOT** supersede the terms and conditions of this RFSO or resulting standing offer and call-up document.

SPECIAL RATES

If the Offeror offers lower rates at the time of reservation or pick-up of the rented vehicle, other than those that are part of the Standing Offer, the lessee can and will take advantage of these rates however the Terms and Conditions of this standing offer will still apply.

TITLE TO RENTED MOTOR VEHICLE

Title to motor vehicle supplied under any call-up made against the Standing Offer shall at all times remain with the Offeror.

INSPECTION - RENTAL

- (a) Canada reserves the right to inspect the offered rented vehicle(s).
- (b) At delivery and on return to the marshaling location, the vehicles will be inspected for damage by the Offeror and Canada simultaneously. Damage other than that of "normal wear and tear", incurred to the vehicle between these two inspections will be the responsibility of Canada.
- (c) The condition of each motor vehicle (damages, malfunction, loss and the like) discovered during the inspection shall be recorded on the Vehicle Inspection Report (to be provided by the Offeror) which

shall be dated and signed by both parties, the Offeror and Canada. Only damage recorded on the report shall be considered for compensation by Canada.

VEHICLE WARRANTY

The manufacturer's standard warranty shall apply for the rented vehicles

QUIET ENJOYMENT

The Offeror represents and warrants that:

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

MAINTENANCE

Full maintenance shall be the responsibility of the Offeror.

The Offeror will be responsible for the replacement of tires covered by the tire manufacturer's normal warranty, and 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.

NORMAL WEAR AND TEAR

For the purpose of this Standing Offer, wear and tear will include but not be limited to:

- (1) tire wear, paint chips and minor scratches that do not extend to the base metal,
- (2) all paint scratches and paint wear and minor dents to interior, top rails and tailgates of pick-up trucks,
- (3) paint chips caused by stone thrown by the wheels of vehicles,
- (4) frayed or stretched emergency brake cables,
- (5) interior wear of vehicles not including holes, burns or tears of interior surfaces,
- (6) interior wear of trucks including all paint scratches,
- (7) tire wear and damage down to but not below provincial safety standards,
- (8) all original manufacturer's components of the vehicle must be in working condition,
- (9) worn upholstery and salt stained carpeting,
- (10) Fix or replacement of cracked windshields. The windshield shall be replaced by the lessor if the operators vision remains impaired after attempted fix,
- (11) changing the engine oil at intervals specified in the manufactures manual.

OFFEROR/CANADA - RESPONSIBILITIES

Unless otherwise stated herein, the following shall apply:

1. The Offeror shall be responsible for:

- A) Delivery to the destination specified in the contract.
- B) Pick up and return of vehicle for servicing.
- C) Supply of Vehicle with a Full Tank of fuel for each rental.
- D) Vehicle licensing, permits or exemptions.
- E) Full maintenance due to normal wear and tear.
- F) Replacement of tires and tire repairs to provincial standards.
- G) Provision of snow tires when requested.
- H) Supply of another licensed vehicle of the same type and size to replace a specific Vehicle when a unit is taken out of service for repairs for a period greater than twenty-four (24) hours. Down time will be considered when computing the monthly charges.
- I) Provisions of bulkheads separating cargo area from the driver/passenger area in all cargo vans.
- J) All warranty servicing. Warranty servicing shall mean the supply of parts normally provided by the manufacturer's warranty together with the labour necessary to install such parts.

2. Canada shall be responsible for:

- A) the supply of fuel during rental period;
- B) oil, fluids and lubricants required between regular changes;
- C) return to the offeror, all vehicle parts replaced, including damaged or worn tires.
- D) return of vehicle with a full tank of fuel to Offeror.

3. General

Repair routing is to be given to the consignee on acceptance of vehicles. Authorization to proceed with repairs is to be obtained from the Offeror. The cost of replacements which are made will be credited to the consignee's account by the offeror upon receipt by the offeror of a paid invoice covering such replacement. **Only the terms and conditions referenced in this document shall apply.**

Solicitation No. - N° de l'invitation

ET959-131044/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg108

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

ET959-131044

File No. - N° du dossier

WPG-2-35086

CCC No./N° CCC - FMS No/ N° VME

WITHDRAWAL OF USE OF RMSO

If, during the course of the Standing Offer, the PWGSC Contracting Authority becomes aware that the Offeror is in violation of the terms and conditions of the Standing Offer, Canada may withdraw permission to use the Standing Offer from Designated Users.

OFFEROR'S OUTLET ADDRESS: BRANDON, MB.

CONTACT NAME: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

WEB SITE ADDRESS: _____

OFFEROR'S OUTLET ADDRESS: Other Locations in Manitoba able to serve CFB Shilo or OGD's in the Winnipeg and Brandon Area.

CONTACT NAME: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

WEB SITE ADDRESS: _____

ELECTRONIC COMMERCE

Bidders are requested to provide details of Electronic Commerce capabilities (including WEB site), if applicable:

WEB site URL: _____

Note: Electronic Commerce capabilities will not form part of the bid evaluation.

Annex "B" - BASIS OF PAYMENT

Offerors are requested to provide submission of technical documentation (i.e. company brochures, or written narrative etc.), that clearly demonstrates to the satisfaction of the evaluation team that the goods and services offered will meet the Mandatory Requirements Identified in Annex A.

Required - Daily, weekly, and monthly rates. **All rates MUST include unlimited Kilometers.**

Schedule A1 For CFB Shilo - October 12, 2012 to October 11, 2013

You are requested to quote Firm Unit Price(s), FOB Destination, GST (if applicable) extra, for the following Vehicles

| Item Description | Estimated Usage Rental Types | Column 3 Daily Rate | Column 4 Weekly Rate | Column 5 Monthly Rate |
|---|---|-----------------------------|-----------------------------|-----------------------------|
| 1) 7-8 Passenger Van | 5 daily x col.. 3 15 weekly x col.. 4 3 monthly x col.. 5 | \$ _____ x 5 = \$ _____ | \$ _____ x 15 = \$ _____ | \$ _____ x 3 = \$ _____ |
| 2) ¾ ton cargo van | 10 daily x col.. 3 10 weekly x col.. 4 5 monthly x col.. 5 | \$ _____ x 10 = \$ _____ | \$ _____ x 10 = \$ _____ | \$ _____ x 5 = \$ _____ |
| 3) ½ ton pick-up truck | 4 daily x col.. 3 4 weekly x col.. 4 2 monthly x col.. 5 | \$ _____ x 4 = \$ _____ | \$ _____ x 4 = \$ _____ | \$ _____ x 2 = \$ _____ |
| 4) ½ ton pick-up truck with extended cab and tow pkg. | 5 daily x col.. 3 6 weekly x col.. 4 13 monthly x col.. 5 | \$ _____ x 5 = \$ _____ | \$ _____ x 6 = \$ _____ | \$ _____ x 13 = \$ _____ |
| 5) 4x4 - ½ ton pick-up truck, ext/c/cab | 25 daily x col.. 3 35 weekly x col.. 4 25 monthly x. Col. 5 | \$ _____ x 25 = \$ _____ | \$ _____ x 35 = \$ _____ | \$ _____ x 25 = \$ _____ |
| 6) 4x4 1 ton pick-up truck (Dually) | 6 monthly x. Col. 5 | NA | NA | \$ _____ x 6 = \$ _____ |
| TOTAL (Add Items 1 through 6) | | \$ | \$ | \$ |

Similar Vehicles (i.e. not passenger vehicles) Not listed above that may be requested for rental will be charged at your current published rental guide, less a _____% discount. For evaluation purposes this discount will be applied to a \$2,500.00 estimated usage as follows;

(1.0 - % Discount listed above) x \$2,500.00 = _____ Evaluated amount for 2012/2013.

Schedule A1 Total _____

Schedule A2 - For CFB Shilo October 12, 2013 to October 11, 2014

The following firm Unit Price(s) will apply to the 1st option year of the SOA.

You are requested to quote Firm Unit Price(s), FOB Destination, GST (if applicable) extra, for the following Vehicles

| Item Description | Estimated Usage Rental Types | Column 3 Daily Rate | Column 4 Weekly Rate | Column 5 Monthly Rate |
|---|---|---------------------------|---------------------------|---------------------------|
| 1) 7-8 Passenger Van | 5 daily x col.. 3 15 weekly x col.. 4 3 monthly x col.. 5 | \$_____ x 5 = \$_____ | \$_____ x 15 = \$_____ | \$_____ x 3 = \$_____ |
| 2) ¾ ton cargo van | 10 daily x col.. 3 10 weekly x col.. 4 5 monthly x col.. 5 | \$_____ x 10 = \$_____ | \$_____ x 10 = \$_____ | \$_____ x 5 = \$_____ |
| 3) ½ ton pick-up truck | 4 daily x col.. 3 4 weekly x col.. 4 2 monthly x col.. 5 | \$_____ x 4 = \$_____ | \$_____ x 4 = \$_____ | \$_____ x 2 = \$_____ |
| 4) ½ ton pick-up truck with extended cab and tow pkg. | 5 daily x col.. 3 6 weekly x col.. 4 13 monthly x col.. 5 | \$_____ x 5 = \$_____ | \$_____ x 6 = \$_____ | \$_____ x 13 = \$_____ |
| 5) 4x4 - ½ ton pick-up truck, ext/c/cab | 25 daily x col.. 3 35 weekly x col.. 4 25 monthly x. Col. 5 | \$_____ x 25 = \$_____ | \$_____ x 35 = \$_____ | \$_____ x 25 = \$_____ |
| 6) 4x4 1 ton pick-up truck (Dually) | 6 monthly x. Col. 5 | NA | NA | \$_____ x 6 = \$_____ |
| TOTAL (Add Items 1 through 6) | | \$_____ | \$_____ | \$_____ |

Similar Vehicles (i.e. not passenger vehicles) Not listed above that may be requested for rental will be charged at your current published rental guide, less a _____% discount. For evaluation purposes this discount will be applied to a \$2,500.00 estimated usage as follows;

(1.0 - % Discount listed above) x \$2,500.00 = _____ Evaluated amount for 2013/2014.

Schedule A2 Total _____

Schedule A3 - For CFB Shilo October 12, 2014 to October 11, 2015

The following firm Unit Price(s) will apply to the 2nd option year of the SOA.

You are requested to quote Firm Unit Price(s), FOB Destination, GST (if applicable) extra, for the following Vehicles

| Item Description | Estimated Usage Rental Types | Column 3 Daily Rate | Column 4 Weekly Rate | Column 5 Monthly Rate |
|---|---|---------------------------|---------------------------|---------------------------|
| 1) 7-8 Passenger Van | 5 daily x col.. 3 15 weekly x col.. 4 3 monthly x col.. 5 | \$_____ x 5 = \$_____ | \$_____ x 15 = \$_____ | \$_____ x 3 = \$_____ |
| 2) ¾ ton cargo van | 10 daily x col.. 3 10 weekly x col.. 4 5 monthly x col.. 5 | \$_____ x 10 = \$_____ | \$_____ x 10 = \$_____ | \$_____ x 5 = \$_____ |
| 3) ½ ton pick-up truck | 4 daily x col.. 3 4 weekly x col.. 4 2 monthly x col.. 5 | \$_____ x 4 = \$_____ | \$_____ x 4 = \$_____ | \$_____ x 2 = \$_____ |
| 4) ½ ton pick-up truck with extended cab and tow pkg. | 5 daily x col.. 3 6 weekly x col.. 4 13 monthly x col.. 5 | \$_____ x 5 = \$_____ | \$_____ x 6 = \$_____ | \$_____ x 13 = \$_____ |
| 5) 4x4 - ½ ton pick-up truck, ext/c/cab | 25 daily x col.. 3 35 weekly x col.. 4 25 monthly x. Col. 5 | \$_____ x 25 = \$_____ | \$_____ x 35 = \$_____ | \$_____ x 25 = \$_____ |
| 6) 4x4 1 ton pick-up truck (Dually) | 6 monthly x. Col. 5 | NA | NA | \$_____ x 6 = \$_____ |
| TOTAL (Add Items 1 through 6) | | \$ | \$ | \$ |

Similar Vehicles (i.e. not passenger vehicles) Not listed above that may be requested for rental will be charged at your current published rental guide, less a _____% discount. For evaluation purposes this discount will be applied to a \$2,500.00 estimated usage as follows;

(1.0 - % Discount listed above) x \$2,500.00 = _____ Evaluated amount for 2014-2015.

Schedule A3 Total _____

TOTAL EVALUATED AMOUNT For CFB Shilo

| | | | |
|--------------------------|-----------------------------------|-----------------------------------|--|
| _____ + | _____ + | _____ = | _____ |
| Schedule A1 Total | Schedule A2 Total Opt Yr 1 | Schedule A3 Total Opt Yr 2 | Aggregate Evaluated Total For CFB Shilo |

Annex "D"

INSURANCE REQUIREMENTS

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.
 - (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.
 - (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) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - (o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

- (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (r) 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 acknowledgement 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.

The following clause Applies to Rentals of 30 days or less;**Automobile Liability Insurance G2020C (2008-05-12)**

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 \$1,000,000 per accident or occurrence.
2. The policy must include the following:
 - (a) Third Party Liability - \$1,000,000 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.

The following clause Applies to Rentals of 31 days or more;**Vehicle Long Term lease G6001C (2008-05-12)**

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 rental vehicle is in a disabling accident, all rental charges must cease on said vehicle.