

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

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Passenger/Cargo Vehicle Rental	
<b>Solicitation No. - N° de l'invitation</b> W0113-13T002/A	<b>Date</b> 2013-03-08
<b>Client Reference No. - N° de référence du client</b> W0113-13T002	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-014-6219	
<b>File No. - N° de dossier</b> TOR-2-35333 (014)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-04-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Grozdanovski, Tase	<b>Buyer Id - Id de l'acheteur</b> tor014
<b>Telephone No. - N° de téléphone</b> (905) 615-2080 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB Borden Base Transport Rentals Section 45 Maintenance Road-Bldg O-95 Borden Ontario L0M1C0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Security Requirement
2. Statement of Work
3. Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

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

1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. SACC Manual Clauses
13. Insurance Requirements

#### **List of Annexes:**

- |         |                   |
|---------|-------------------|
| Annex A | Statement of Work |
| Annex B | Basis of Payment  |
| Annex C | Insurance         |

**PART 1 - GENERAL INFORMATION****1. Security Requirement**

There is no security requirement associated with the requirement.

**2. Statement of Work**

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

**3. Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2. Submission of Bids**

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

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **4. Applicable Laws**

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

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

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

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

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

Section I: Technical Bid (2 hard copies)  
Section II: Financial Bid (1 hard copies)  
Section III: Certifications (1 hard copy)  
Section IV: Additional Information (1 hard copy)

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

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

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

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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders 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 Bid**

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

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

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

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

Bidders must submit the certifications required under Part 5.

#### **Section IV: Additional Information**

##### **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, offerors must provide the information required below.

## Definitions

For the purposes of this clause,

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

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

## Work Force Reduction Program

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

If so, the Offeror must provide the following information:

- A. name of former public servant;
- B. conditions of the lump sum payment incentive;

Solicitation No. - N° de l'invitation

W0113-13T002/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor014

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

W0113-13T002

File No. - N° du dossier

TOR-2-35333

CCC No./N° CCC - FMS No/ N° VME

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- 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.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

- M1. The Bidder must bid on all vehicles listed in Annex A - Table 1 Fleet Requirements - Firm Requirement.
- M2. The Bidder must submit the year of each vehicle proposed. All vehicles must not exceed two (2) years of age.

#### **1.2 Financial Evaluation**

##### **1.2.1 Mandatory Financial Criteria**

The Bidder must complete and submit with its bid, Annex B - Basis of Payment in Canadian Funds. Firm unit prices must be provided for each line item.

The price used in the evaluation will be the Total Evaluated Price.

Total Evaluated Price is calculated by adding the sum of all items Firm Extended Price of the firm requirement and each optional requirement.

Firm Extended Price is calculated by multiplying quantity by Total Rental Days per Vehicle by Firm Daily Rate per Vehicle.

##### **1.2.2 SACC Manual Clauses**

A0220T (2007-05-25) Evaluation of Price

### **2. Basis of Selection**

- 2.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract



## PART 5 - CERTIFICATIONS

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

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

### 1. Mandatory Certifications Required Precedent to Contract Award

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

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder 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/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## 2. Additional Certifications Precedent to Contract Award

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

### 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 contract award. If the Bidder, or, if the Bidder 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 award of the Contract.

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 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.

2. If the Bidder 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 Bidder 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 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), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the 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.

## **2.2 Canadian Content Certification**

This procurement is limited to Canadian services.

The Offeror certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

### **2.2.1 SACC Manual Clause A3050T (2010-01-11) Canadian Content Definition.**

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Statement of Work**

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

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

All clauses and conditions identified in the Contract by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010C (2012-11-19), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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

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

The period of the Contract is from date of Contract to September 10, 2015 inclusive.

#### **4.2 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B - Basis of Payment of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Tase Grozdanovski  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Ontario Region Directorate  
33 City Centre Drive, Suite 480  
Mississauga, Ontario L5B 2N5

Telephone: (905) 615-2080

Facsimile: (905) 615-2060

E-mail address: tase.grozdanovski@pwgsc-tpsgc.gc.ca

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

## 5.2 Project Authority

(To be provided at time of award)

The Project Authority for the Contract is:

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

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

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

## 5.3 Contractor's Representative

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

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

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

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

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

A3025C (2012-11-19) Proactive Disclosure of Contracts with Former Public Servants

## 7. Payment

### 7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B - Basis of Payment for a cost of \$\_\_\_\_\_ (insert the amount at contract award). 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.

## **7.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

## **7.3 Monthly Payment**

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

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

## **8. 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.
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **9. Certifications**

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

## **9.2 SACC Manual Clauses**

A3060C (2008-05-12) Canadian Content Certification

## **10. Applicable Laws**

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

**11. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2012-11-19), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance;
- (f) the Contractor's bid dated \_\_\_\_\_

**12. SACC Manual Clauses**

A9062C (2011-05-16) Canadian Forces Site Regulations

**13. Insurance Requirements**

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

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

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

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## **ANNEX A STATEMENT OF WORK**

### **1. Requirement**

The Contractor must supply, deliver and pickup various types of rental passenger vehicles. The passenger vehicles are for various rental periods as specified herein.

These vehicles are in support of operations at the 2013 Blackdown Summer Camp for the Department of National Defence (DND), Base Transport, located at Canadian Forces Base (CFB) Borden in Borden, Ontario. There is an optional requirement for Blackdown Summer Camp 2014 and 2015.

### **2. Details of Requirement**

- 2.1 All vehicles must not exceed two (2) years of age. If and when the options are exercised, the vehicles delivered by the Contractor must not exceed two (2) years of age.
- 2.2 The Contractor must provide the type and number of vehicles during the specified period as required.
- 2.3 The area of operations for all vehicles rented must be within any province and territory of Canada and within the United States of America.
- 2.4 The Contractor will be responsible for supplying the vehicle, delivery, pickup and return of the vehicles, including for all warranty and scheduled maintenance services.
- 2.5 DND will be responsible for the supply of gasoline and/or diesel.
- 2.6 The Contractor will be responsible for full maintenance, service and replacement of rental units in the event of a breakdown.
- 2.7 The Contractor will provide telephone numbers which can be contacted during weekends or silent hours, should emergency repairs be required.
- 2.8 Repair response MUST be within three (3) hours of time called, and replacement, if vehicle is non-repairable, MUST be supplied within a maximum six (6) hours of original contact.
- 2.9 Replaced vehicle must be of comparable size and type.
- 2.10 The Contractor is responsible for all warranty servicing. Warranty servicing means the supply of parts normally provided by the manufacturers warranty, together with labour necessary to install such parts.
- 2.11 All vehicles must be safety certified to operate in the Province of Ontario and have no major/visible damage to exterior or interior components and be immaculately cleaned. Vehicles supplied must not have excessive wear and tear. Acceptable wear and tear includes:
  - a) Minor paint chips or scratches;
  - b) Interior wear to vehicles, not including holes, burns or tears of interior surfaces; and
  - c) Tire wear appropriate to the in-service life and distance traveled.



2.12 All vehicles must meet the minimum specifications below at Table 1 – Fleet Requirements, for the specific vehicle type:

**Table 1 - Fleet Requirements**

**Firm Requirement:**

Item #	Vehicle Type	Estimated Qty	Delivery Date	Return Date
1	Full size staff car	1	May 15, 2013	August 23, 2013
2	15 Pax Van	1	June 25, 2013	August 26, 2013
3	Panel Van extended	1	May 24, 2013	September 12, 2013
4	Panel Van	1	May 27, 2013	September 12, 2013
5	7 Pax van	1	May 15, 2013	August 23, 2013
		2	June 25, 2013	August 23, 2013
		6	July 2, 2013	August 23, 2013
6	Cube Van	3	June 25, 2013	August 23, 2013
		4	July 2, 2013	August 23, 2013
7	1 Ton crew cab -with cap, class 3 hitch and 7 pin trailer connection	1	May 24, 2013	September 04, 2013
8	1 Ton crew cab -with class 3 hitch	2	June 28, 2013	August 23, 2013
9	1 Ton crew cab	3	June 25, 2013	August 23, 2013
10	1 Ton crew cab -with cap, electric brakes, class 3 hitch and 7 pin trailer connection	4	July 2, 2013	August 28, 2013
		2	June 25, 2013	August 22, 2013
		3	July 2, 2013	August 22, 2013
11	½ Ton Pick up Truck	1	May 2, 2013	September 4, 2013
12	½ Ton Pick up Truck -with cap and class 3 hitch	12	June 25, 2013	August 23, 2013

**Optional Requirement for Blackdown Summer Camp 2014:**

Item #	Vehicle Type	Estimated Qty	Delivery Date	Return Date
1	Full size staff car	1	May 26, 2014	August 22, 2014
2	15 Pax Van	1	June 24, 2014	August 24, 2014
3	Panel Van extended	1	May 23, 2014	September 11, 2014
4	Panel Van	1	May 26, 2014	September 11, 2014

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5	7 Pax van	1	May 14, 2014	August 22, 2014
		2	June 24, 2014	August 22, 2014
		7	July 2, 2014	August 22, 2014
6	Cube Van	3	June 24, 2014	August 22, 2014
		4	July 2, 2014	August 21, 2014
7	1 Ton crew cab -with cap, class 3 hitch and 7 pin trailer connection	1	May 23, 2014	September 04, 2014
8	1 Ton crew cab -with class 3 hitch	2	June 28, 2014	August 22, 2014
9	1 Ton crew cab	3	June 24, 2014	August 22, 2014
10	1 Ton crew cab -with cap, electric brakes, class 3 hitch and 7 pin trailer connection	4	July 2, 2014	August 27, 2014
		2	June 24, 2014	August 22, 2014
		3	July 2, 2014	August 21, 2014
11	½ Ton Pick up Truck	1	May 2, 2014	September 3, 2014
12	½ Ton Pick up Truck -with cap and class 3 hitch	12	June 24, 2014	August 22, 2014

**Optional Requirement for Blackdown Summer Camp 2015:**

Item #	Vehicle Type	Estimated Qty	Delivery Date	Return Date
1	Full size staff car	1	May 25, 2015	August 21, 2015
2	15 Pax Van	1	June 23, 2015	August 23, 2015
3	Panel Van extended	1	May 22, 2015	September 10, 2015
4	Panel Van	1	May 25, 2015	September 10, 2015
5	7 Pax van	1	May 13, 2015	August 21, 2015
		2	June 23, 2015	August 21, 2015
		7	June 30, 2015	August 21, 2015
6	Cube Van	3	June 23, 2015	August 21, 2015
		4	June 30, 2015	August 21, 2015
7	1 Ton crew cab -with cap, class 3 hitch and 7 pin trailer connection	1	May 22, 2015	September 04, 2015
8	1 Ton crew cab -with class 3 hitch	2	June 29, 2015	August 21, 2015
9	1 Ton crew cab	3	June 23, 2015	August 21, 2015

10	1 Ton crew cab -with cap, electric brakes, class 3 hitch and 7 pin trailer connection	4	June 30, 2015	August 26, 2015
		2	June 23, 2015	August 21, 2015
		3	June 30, 2015	August 21, 2015
11	½ Ton Pick up Truck	1	April 30, 2015	September 2, 2015
12	½ Ton Pick up Truck -with cap and class 3 hitch	12	June 23, 2015	August 21, 2015

### 3. Licensing

The contractor must have all vehicles properly licensed by the Public Vehicles Act and the Regulations there under and all Acts governing the public transportation of rental / leased vehicles.

Drivers will be military and / or civilian personnel licensed with a DND 404 (National Defence Driver License) in accordance with Interim A-LM-158-005/AG-001, Chap 5, Section 5.1, para 5.1.07 (b) and Transportation Directive TD 513.

### 4. Insurance

The Canadian Forces is an integral part of the Federal Crown and, pursuant to the *Crown Liability Act*, RSC 1958, c.C-50, is liable in tort for the damages for which a private person of full age and capacity would be liable. The Canadian Forces is also liable in respect of torts committed by any of its officers, noncommissioned members or agents in connection with their duties. Although the Crown does not carry an insurance policy, the Crown is self-insured and, as such, has no monetary limit in respect of liability.

Furthermore, as defined by section 2 of the Financial Administration Act, RSC 1995, c. F-11, the Office of the Secretary to the Governor General, (Collectively the Federal Crown) are exempt from the requirement to be insured under the Compulsory Automobile Insurance Act, the Federal Crown hereby undertakes that any property damage occurring in Ontario on or after 01 June 1998 and arising from the ownership, operation or use of an automobile owned or leased to the federal Crown will be settled in accordance with section 263 of the Insurance Act as though the federal Crown were an insurer licensed in Ontario that insures the automobile under a contract evidenced by a motor vehicle liability policy.

If liability were to be found against the Canadian Forces, the judgment would be satisfied out of the consolidated federal fund. The Treasury Board of Canada policy on claims and Ex-Gratia payment also provides further verification of the self-insurance policy with regard to motor vehicle accidents / liability at the following website:

[http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/TBM\\_142/claixgratpaym\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/TBM_142/claixgratpaym_e.asp)

### 5. Delivery Conditions

The Crown reserves the right to inspect the offered lease vehicles on delivery to determine that they meet the minimum requirements specified in the Statement of Work

- a) All vehicles must be delivered with a full tank of gas;
- b) All vehicles must be pre-serviced in the normal way for customer delivery;
- c) All vehicles must meet the provisions of the Canada Motor Vehicle Safety Act and the regulations there under, which were in effect on the date of manufacture of the vehicle;

- d) It is understood and agreed to by the Contractor that if a motor vehicle as described herein is not available, a substitute motor vehicle of equal or better value acceptable to DND will be provided by the Contractor at no additional charge; and
- e) All vehicles must meet the minimum specifications outlined in this document; Annex A – Statement of Work.

## 6. Inspection of Acceptance / Return

At time of vehicle pickup, delivery and return, the vehicle will be inspected for damage by the contractor and Base Transport representative simultaneously. Vehicle inspection sheets (one provided by the contractor and one provided by the Base Transport representative) will be filled out and signed by both parties. Damage incurred to the vehicle between these two (2) inspections will be the responsibility of the Crown.

If the returned vehicle is not full of gasoline / diesel, the contractor is authorized to include on the invoice the cost of gasoline / diesel incurred, but will attach the original copy of receipt for such purchase with the rental invoice. Failure to provide the gas station receipt will result in a no payment for the gasoline / diesel. If supplier has its own POL pump, quantity will be indicated on the invoice and price of gasoline / diesel will be of comparable rate within geographical area of CFB Borden and Barrie, Ontario.

## 7. Claims for Loss, Damage and Repairs

In the event of damage occurring to a vehicle while it is in possession of the Crown, or where a vehicle is returned in damaged condition to the contractor, or a result of normal wear and tear or an Act of God, the Crown will only be required to pay rental charges incurred or accrued up to the time the Crown returns the vehicle to the contractor;

Loss or damage due to theft during the rental period, but not due to negligence of the contractor will be underwritten by the Crown. The Crown will not be liable to pay any rental charges that are accumulated after the vehicle is returned to the contractor by the Crown. The only costs that the Crown will be liable to pay are the costs of repairs for damage to the vehicle which were incurred during the rental period.

Tire repair and replacement due to flats and blowouts and replacement or repair of any damaged glass or plastic windows and any glass or plastic lenses due to normal wear and tear and road hazard will be undertaken by the contractor and at no cost to the Crown. The contractor is responsible for any glass damage regardless of cause, except for willful damage and minor paint/body damage that is not the result of a reportable accident as defined by Part XIV/Section 199 of the Ontario Highway Traffic Act for 1998 or the corresponding section in the most current version.

As a further clarification, the Crown's sole responsibility will lie in being held responsible for damages as a result of an accident. The Crown considers nails or any other sharp objects that may be run over in roads or driveways, and flying stones from other vehicles that may damage glass or lenses to be strictly road hazard and part of the normal wear and tear of operating a vehicle.

Where a vehicle is identified to be in damaged condition during the inspection of return process, the contractor will provide the Crown two (2) working days to inspect and estimate the cost of repairs to any damage to any vehicle that occurred while it was in the possession of the Crown, without any additional rental charges.

When the damaged vehicle is released by the Base Transport MSE Safety NCO, the contractor will provide the Crown within three (3) working days from the day the vehicle has been released, a written estimate as to the cost of repair of the damage or replacement of the loss, to the Base Transport MSE

Safety NCO. The Crown will be given the opportunity, if it so desires, to obtain its own estimates through a third party, in order to validate the contractor's estimate within two (2) working days from the day of receipt of the contractor's estimate.

Once the value of the repairs or cost of replacement has been established and agreed to, the contractor will submit a separate invoice for the agreed amount within sixty (60) days from the day the damaged vehicle was released to the contractor, directly to the Base Transport MSE Safety NCO by registered mail or courier services. Failure to submit the invoice of repairs within sixty (60) working days will result in no payment by the Crown and the claim will be considered as settled without any further action.

Should a dispute arise between the contractor's and the Crown's estimates for the cost of repairs or replacement to any damage that occurred to the vehicle while it was in the possession of the Crown, the Crown will only pay the estimated costs of the repairs / replacement of the vehicle provided by a registered Member of the Association of Independent Damage Appraisers or the equivalent in the Province or State in which the vehicle is located. All repairs / replacement costs will be calculated in accordance with the Mitchell's Collision Estimate Guide, current at the time of repairs.

## **8. Base Transport Compound Access**

For delivery convenience, access to the Base Transport Compound located at Building O-95 at 45 Maintenance Road will be authorized for the contractor to deliver rental vehicles and keys to the Base Transport Rental NCO during any rental period. In order to be authorized to do so, the contractor must submit a single request in writing to the Base Transport Officer at the beginning of this Contract, for the duration of the Contract until the next rental call-up. However, the contractor acknowledges that the Crown will not be held liable for any damages resulting from a collision with another vehicle operated by the Crown that includes the requirement of a Base Transport representative to move the rental vehicle within the boundaries / confines of the Base Transport compound. In addition, the contractor acknowledges that the Crown will not be held liable for any damages that occur under similar circumstances involving road hazards, snow removal vehicles or theft during any operational activities of the Department of National Defence. The contractor will be responsible to ensure that the vehicle is fully insured and licensed. In the event that a vehicle was left within the boundaries of the compound by the contractor where it has caused damage to any property owned by the Crown or its vehicles/equipment, the contractor will be held fully responsible for those damages and the cost of repairs.

## **9. Highway 407 ETR Toll, Video Toll and Associated Administrative Charges**

Highway 407 ETR Toll, video toll and associated charges, in accordance with section 261(1)(2) Part V of the National Defence Act, no duties or tolls, otherwise payable by law in respect of the use of any highway, parking meter, road, or bridge, will be paid by or demanded from any unit or other element of the Canadian Forces or any Officer or Noncommissioned member when on duty or any person under escort or in respect of the movement of any materiel, except that the Minister may authorize payment of duties and tolls in respect of that use. Nothing in this section affects the liability for payment of duties or tolls lawfully demandable in respect of any vehicles other than those belonging to or in the service of Her Majesty. This exemption also applies to Highway 407 ETR and to any vehicles rented/leased by the Crown under the provision of this Contract. If the contractor receives a demand of payment for duties or tolls for rental vehicles, the contractor will indicate in writing on the original invoice the Call-up Number and forward the invoice to the Base Transport Rental NCO for action. Administrative charges for processing or toll charges from the contractor are not authorized. The same procedures and conditions apply for parking meter fee and parking tickets.

## ANNEX B BASIS OF PAYMENT

The firm daily rate per vehicle below, includes delivery and pick-up charges and **unlimited kilometer allowance** per vehicle.

The firm daily rate must include all excess fees normally charged. For example: Canadian Fuel Conservation Tax (CFCT), Tax for Fuel Conservation (TFFC), Vehicle License/Air Tax Recovery Fee (VLATR), Vehicle License Fee (VLF), etc.

### 1.0 Firm Requirement:

Item #	Vehicle Type	Estimated Quantity	Total Rental Days per Vehicle (A)	Firm Daily Rate per Vehicle (B)	Firm Extended Price (A x B)
1	Full size staff car	1	101	\$ _____	\$ _____
2	15 Pax Van	1	63	\$ _____	\$ _____
3	Panel Van extended	1	112	\$ _____	\$ _____
4	Panel Van	1	109	\$ _____	\$ _____
5	7 Pax van	1	101	\$ _____	\$ _____
		2	60	\$ _____	\$ _____
		6	53	\$ _____	\$ _____
6	Cube Van	3	60	\$ _____	\$ _____
		4	53	\$ _____	\$ _____
7	1 Ton crew cab -with cap, class 3 hitch and 7 pin trailer connection	1	104	\$ _____	\$ _____
8	1 Ton crew cab -with class 3 hitch	2	57	\$ _____	\$ _____
9	1 Ton crew cab	3	60	\$ _____	\$ _____
10	1 Ton crew cab -with cap, electric brakes, class 3 hitch and 7 pin trailer connection	4	58	\$ _____	\$ _____
		2	59	\$ _____	\$ _____
		3	52	\$ _____	\$ _____
11	½ Ton Pick up Truck	1	126	\$ _____	\$ _____
12	½ Ton Pick up Truck -with cap and class 3 hitch	12	60	\$ _____	\$ _____

**Total Evaluated Price for 1.0 \$ \_\_\_\_\_**

**2.0 Optional Requirement for Blackdown Summer Camp 2014:**

Item #	Vehicle Type	Estimated Quantity	Total Rental Days per Vehicle (A)	Firm Daily Rate per Vehicle (B)	Firm Extended Price (A x B)
1	Full size staff car	1	89	\$ _____	\$ _____
2	15 Pax Van	1	62	\$ _____	\$ _____
3	Panel Van extended	1	112	\$ _____	\$ _____
4	Panel Van	1	109	\$ _____	\$ _____
5	7 Pax van	1	101	\$ _____	\$ _____
		2	60	\$ _____	\$ _____
		7	52	\$ _____	\$ _____
6	Cube Van	3	60	\$ _____	\$ _____
		4	51	\$ _____	\$ _____
7	1 Ton crew cab -with cap, class 3 hitch and 7 pin trailer connection	1	105	\$ _____	\$ _____
8	1 Ton crew cab -with class 3 hitch	2	56	\$ _____	\$ _____
9	1 Ton crew cab	3	60	\$ _____	\$ _____
10	1 Ton crew cab -with cap, electric brakes, class 3 hitch and 7 pin trailer connection	4	57	\$ _____	\$ _____
		2	60	\$ _____	\$ _____
		3	51	\$ _____	\$ _____
11	½ Ton Pick up Truck	1	125	\$ _____	\$ _____
12	½ Ton Pick up Truck -with cap and class 3 hitch	12	60	\$ _____	\$ _____

**Total Evaluated Price for 2.0 \$ \_\_\_\_\_**

**3.0 Optional Requirement for Blackdown Summer Camp 2015:**

Item #	Vehicle Type	Estimated Quantity	Total Rental Days per Vehicle (A)	Firm Daily Rate per Vehicle (B)	Firm Extended Price (A x B)
1	Full size staff car	1	89	\$ _____	\$ _____
2	15 Pax Van	1	62	\$ _____	\$ _____
3	Panel Van extended	1	112	\$ _____	\$ _____
4	Panel Van	1	109	\$ _____	\$ _____
5	7 Pax van	1	101	\$ _____	\$ _____
		2	60	\$ _____	\$ _____
		7	53	\$ _____	\$ _____
6	Cube Van	3	60	\$ _____	\$ _____
		4	53	\$ _____	\$ _____
7	1 Ton crew cab -with cap, class 3 hitch and 7 pin trailer connection	1	106	\$ _____	\$ _____
8	1 Ton crew cab -with class 3 hitch	2	54	\$ _____	\$ _____
9	1 Ton crew cab	3	60	\$ _____	\$ _____
10	1 Ton crew cab -with cap, electric brakes, class 3 hitch and 7 pin trailer connection	4	58	\$ _____	\$ _____
		2	60	\$ _____	\$ _____
		3	53	\$ _____	\$ _____
11	½ Ton Pick up Truck	1	126	\$ _____	\$ _____
12	½ Ton Pick up Truck -with cap and class 3 hitch	12	60	\$ _____	\$ _____

**Total Evaluated Price for 3.0 \$ \_\_\_\_\_**



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## **ANNEX C INSURANCE**

### **1. Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract. (Contracting officers must insert the applicable options below and renumber accordingly.)

- (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.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) 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

## 2. 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.

### **3. Vehicles - Long Term Lease**

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