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## 1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 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 (Annex A), the Basis of Payment (Annex B), List of Offeror and Outlets (Annex C), Insurance (Annex D) and Standing Offer Report (Annex E).

## 2. Summary

Provide, as and when requested, light vehicle rental services to Department of National Defence located in seven (7) locations set out in this Request for Standing Offers: 1)CFB Trenton, 2)CFB Petawawa, 3)CFB Borden, 4)CFB North Bay, 5)CFB London 6) CFB Toronto and CFB Kingston.

It is Canada's intention to issue up to three (3) Standing Offers for the provision of light vehicle rental services, per location, as defined in Annex A - Requirement. These Standing Offers will be implemented for a period of one (1) year from 01 June 2014 to 31 May 2015 with the right to request two (2) additional option years.

Offerors can submit an offer for one or more of the aforementioned locations.

The requirement is subject to the provisions of the WTO-AGP Agreement, NAFTA agreement, Canada-Peru Free Trade Agreement and Canada-Columbia Free Trade Agreement and Agreement on Internal Trade (AIT)

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For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

### **3. Debriefings**

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

## **PART 2 - OFFEROR INSTRUCTIONS**

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

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

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

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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 twenty (120) days

### **2. Submission of Offers**

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

### **3. Former Public Servant**

Contracts awarded to 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 before the issuance of a standing offer.

#### **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;

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- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

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

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

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

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

#### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES ( ) NO ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;

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- 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 adjustment 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 Applicable Taxes.

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

#### **5. Applicable Laws**

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

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 one (1) hard copy,

Section II: Financial Offer one (1) hard copy and one (1) soft copy of Annex B, Basis of Payment in Excel format at the following E-mail address:

[Kingston.procurement@pwgsc.gc.ca](mailto:Kingston.procurement@pwgsc.gc.ca)

Section III: Certifications one (1) hard copy.

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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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 Applicable Taxes must be shown separately.

#### **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) Offerors must fill out and submit Annex "C" – List of Offerors and outlets.

#### **1.1.2 Financial Evaluation**

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

The offeror must submit its offer in accordance with Annex B, Basis of Payment. Pricing must be provided for all line items for the identified location, for year 1 and both option years, in Canadian funds.

##### **1.2.2 Evaluation of Price**

The price of the offer will be evaluated in Canadian dollars, applicable taxes excluded, Canadian customs duties and excise taxes included.

Each of the six DND locations will be evaluated separately. The evaluated price will be the aggregate of the firm price unit rate multiplied by the estimated usage for year 1 and both option years, per location.

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

- 2.1 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer. It is Canada's intention to issue up to three (3) Standing Offers for each location.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

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The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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

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

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

### **1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [HRSDC-Labour's website](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **PART 6 - INSURANCE REQUIREMENTS**

### **1. Insurance Requirements**

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

There is no security requirement applicable to this Standing Offer.

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

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

### 3.1 General Conditions

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

### 3.2 Standing Offers Reporting

#### 3.2.1 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 "E". 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 a yearly basis to the Standing Offer authority.

The yearly reporting periods are defined as follows:

1st year: from 01 June 2014 to 31 May 2015;

Option 1 Year 2 01 June 2015 to 31 May 2016

Option 2 Year 3 from 01 June 2016 to 31 May 2017

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

## 4. Term of Standing Offer

### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **01 June 2014 to 31 May 2015**.

### 4.2 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 periods, from 01 June 2015 to 31 May 2016 and 01 June 2016 to 31 May 2017 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 5. Authorities

### 5.1 Standing Offer Authority

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The Standing Offer Authority is:

Tammy Weaver  
Public Works and Government Services Canada  
Address: 86 Clarence St.  
2nd Floor  
Kingston, Ontario  
K7L 1X3  
Telephone: 613-545-8059  
Facsimile: 613-545-8067  
E-mail address: tammy.weaver@tpsgc.gc.ca

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

## 5.2 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 against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 5.3 Offeror's Representative

See **Annex C, List of Offerors and outlets.**

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

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer is the Department of National Defence, located in one of the six (6) locations set out in this Request for Standing Offer: 1) CFB Trenton, 2) CFB Petawawa, 3) CFB Borden, 4) CFB North Bay, 5) CFB London 6) CFB Toronto and 7) CFB Kingston.

## 8. Call-up Procedures

The Project Authority must carry out the following steps when making a call-up against the Standing Offer:

**Step 1:** Identify the Offeror by following this procedure:

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1. Choose one of the seven (7) locations;
2. Choose one of the ten (10) categories of vehicles;
3. From among the types of vehicles listed, choose one that meets the Identified User's needs.
4. Determine the rental period for the selected vehicle.
5. Determine whether the Identified User will be using the Offeror's pick-up and delivery service.
6. Determine whether insurance is required.
7. Select the Offeror with the lowest firm rate (not including HST).

**Example:** The Department of National Defence (DND), CFB Trenton, wants to rent a 15-passenger van for 30days.. DND wants to use the Offeror's pick-up and delivery service. DND does not require insurance.

- 1- Location: Belleville/Trenton  
2- Category of vehicle: Personnel carriers  
3- Type of vehicle: 15-passenger van  
4- Rental period: 30 days (Note: 30days = 1month)  
5- Pick-up/delivery: Yes (2 trips: pick-up and delivery)  
6- Insurance: No  
7- Offeror: Choose the offeror with the lowest firm rate (not including HST). Refer to the example below.

#### Example of calculation for selecting the lowest Offeror

Note: The rates in the table below are not real and have been used as an example only.

Description of call-up items	Firm unit price (not including HST) Offeror 1	Total Offeror 1	Firm unit price (not including HST) Offeror 2	Total Offeror 2
15-passenger van	\$700.00/month	\$700.00 for one month	\$800.00/month	\$800.00 for one month
pick-up and delivery	\$40.00 for pick-up OR delivery	\$80.00 for pick-up and delivery	\$50.00 for pick-up OR delivery	\$100.00 for pick-up and delivery
<b>Total</b>		<b>\$780.00</b>		<b>\$900.00</b>

DND must choose the offeror with the lowest total firm cost (HST not included) for all the call-up items. In the example above, Offeror1 would meet DND's requirements at a lower total firm cost than Offeror2. Therefore, Offeror1 would be selected.

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**Step2** - Contact the offeror selected in Step1 by telephone, fax or e-mail and provide the following information:

type of vehicle required  
rental period  
time and date service is required  
delivery method (if applicable): pick-up at Offeror's premises or delivery to workplace  
call-up number  
Project Authority's name and telephone number  
billing address  
urgent request (if applicable)

Services can be requested via telephone or fax, or electronically. When the required services are requested over the telephone, the Project Authority must send written confirmation of the call-up prior to services being provided.

**Step3:** Within 24 hours of the date on which the Project Authority issues the request, the Offeror must confirm in writing whether it is able to provide the service in accordance with the Project Authority's requirements. If the request is urgent, the Offeror must provide written confirmation no more than four (4) hours after the Project Authority has issued the request. If the Offeror does not respond or refuses the request, the Project Authority must contact the next offeror on the list until a call-up is issued or the requirement is cancelled.

**Step 4:** Issue a call-up using the Call-up Instrument (see article 9 below).

## **9. Call-up Instrument**

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

## **10. Limitation of Call-ups**

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

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included) for all other areas.

## **11. Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, List of Offerors and Outlets

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- h) Annex D, Insurance;
- i) Annex E, Standing Offer Report
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## 12. Certifications

### 12.1 Compliance

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

## 13. 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 Ontario.

## 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 perform the Work described in the call-up against the Standing Offer.

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2010C (2013-06-2), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

**Section 13**, Interest on Overdue Accounts, of 2010C (2013-06-27), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards at point of sale.

### 3. Term of Contract

#### 3.1 Period of the Contract

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

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

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information

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will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## **5. Payment**

### **5.1 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, as specified in Annex B - Basis of Payment. Customs duties are included and Goods Applicable Taxes are 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.

### **5.2 Limitation of Price**

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

### **5.3**

#### **5.3.1 Single Payment**

For rentals of one (1) month or less, the identified user will make a single payment.

SACC Manual clause H1000C (2008-05-12), Single Payment

OR

#### **5.3.2 Monthly Payments**

For rentals of more than one month, the identified user will make monthly payments.

SACC Manual clause H1008C (2008-05-12), Monthly Payments

## **5.4 SACC Manual Clauses**

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

## **5.5 Payment by Credit Card**

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

## **6. Invoicing Instructions**

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

Each invoice must be supported by:

- a) a copy of call-up;

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b) Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to:

Identified User outlined in Call-up and the Standing Offer Authority identified on page 1 of the Standing Offer.

## 7. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". 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 - Requirement**

### **1. Details of Requirement**

- 1.1 All rented vehicles must be two (2) years or newer and will be subject to inspection by an authorized representative of the Identified User without notice. Canada will cover the costs of such inspections.

The Offeror must have a fleet of at least ten (10) rental vehicles in each of the locations where it is offering light vehicle rental services.

- 1.2 DND will be responsible for the supply of gasoline and/or diesel while in their possession.
- 1.3 The Offeror will provide telephone numbers which can be contacted during weekends or silent hours, should emergency repairs be required.

### **2. Delivery and Pickup**

Vehicles normally will be picked up by the Technical Authority (TA).

The Offeror may be required to deliver and pickup vehicles as and when requested by TA to the locations specified in this Document.

In an emergency, vehicles will be picked up by the TA **or** must be delivered within two (2) working hours from time of call-up.

Delivery for regular requirements must be made within one (1) working day from receipt of call-up.

Vehicles requiring pick up by the Offeror must occur within twenty-four (24) hours from receipt of notification from TA.

### **Delivery Conditions**

The Crown reserves the right to inspect the offered lease vehicles on delivery to determine that they meet the minimum requirements specified Annex B and the call-up document.

- a) All vehicles must be delivered with a full tank of gas;
- b) 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;

### **3. Requesting a Vehicle**

When vehicles are required, DND will submit a 942 Call-Up. This form will detail the vehicle(s) required and the rental period.

### **5. 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

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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 Canada. This exemption also applies to Highway 407 ETR and to any vehicles rented/leased by the Crown under the provision of this Standing Offer. If the Offeror receives a demand of payment for duties or tolls for rental vehicles, the Offeror will indicate in writing on the original invoice the Call-up Number and forward the invoice to the Technical Authority. Administrative charges for processing or toll charges from the Offeror are not authorized. The same procedures and conditions apply for parking meter fee and parking tickets.

## **6. Licensing**

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

Drivers will be military 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.

## **7. Inspection of Acceptance and Return**

At time of vehicle pickup, delivery and return, the vehicle will be inspected for damage by the Offeror and Base Transport representative simultaneously. Vehicle inspection sheets (one provided by the Offeror 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.

It is the responsibility of the Crown to ensure that the rental's tank is full upon return. If the returned vehicle is not full of gasoline / diesel, the Offeror 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 Offeror 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 address outlined in original call-up.

## **8. Maintenance**

Full maintenance related to normal wear and tear will be the responsibility of the Offeror. The Offeror will be responsible for any scheduled servicing to be done to a vehicle as per the operator's manual. If required, the Offeror will provide another vehicle of the same type and size to replace the vehicle requiring maintenance. This swap is to occur at the DND location indicated on the original 942 Call-up. The Offeror will be responsible for picking-up and returning the vehicle to DND.

## **9. Damages and Repairs**

In the event that a vehicle is returned with damages, no repairs are to be done until such time as the damages have been verified by the Canadian Forces Support Unit Operations and Maintenance Personnel, and that repair work has been approved. If repairs are done without the approval of Canadian Forces Support Unit Operations and maintenance personnel, reimbursement of such repairs may be denied.

Tire repair and replacement due to flats and blowouts and replacement or repair of any damaged glass or

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plastic windows and any glass or plastic lenses due to normal wear and tear and road hazard will be undertaken by the Offeror and at no cost to the Crown. The Offeror 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.

#### **10. Vehicle Mechanical Breakdown**

In the event that a rental vehicle mechanically breaks down, it must be replaced promptly with a similar vehicle upon notification of the break down. If it cannot be replaced promptly with a similar vehicle, the Offeror will upgrade, at the same rate as the reserved vehicle, to the next available category; or provide a similar vehicle from another rental agency at the same rate as that of the reserved vehicle. The replacement vehicle will be delivered to the location of breakdown. All costs incurred due to a vehicle breakdown will be paid by the rental company.

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## Annex B - Basis of Payment

### 1. Price calculation

Calculation of the rental amount begins on the date and time on which the vehicle is delivered at the designated location. Calculation ends when the Offeror has been notified that the vehicle is no longer needed.

All the rates in Annex B - Rate Table, where applicable are to include administration fees and tire management fees (wear, winter tires, summer tires, etc.).

Rates in Annex B - Rate Table **do not include** federal taxes..

All rates in Annex B - Rate Table **include** the air conditioning surcharge and vehicle licensing fees.

All rates in Annex B - Rate Table include **unlimited mileage**.

All rates in Annex B firm unit rates in Canadian Funds.

Rates	Definition
<b>Daily</b>	Price applicable for a period of 24 hours or less.
<b>Weekly</b>	Price applicable for a period of 7 days.
<b>Monthly</b>	Price applicable for a period of 30 days regardless of the month. (Ex.: From October, 10 to November, 9 (31 days) = 1 month + 1 day.)

Prices for incomplete periods will be prorated, as follows:

Rates applicable for an incomplete period:

<b><i>Rental of less than one (1) month</i></b>
(Number of weeks X <b>weekly</b> rate)
PLUS
Lesser of the following: (number of additional days X <b>daily</b> rate) OR ( <b>weekly</b> rate)

<b><i>Rental of more than one month</i></b>
Number of months X <b>monthly</b> rate
PLUS

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(monthly rate / 30) X number of additional days

**Example**

If a department rents a passenger vehicle (Annex B) for 108days, the rental price must be calculated as follows:

monthly rate X 3 (90days) = Total A  
(monthly rate / 30) X 18 = Total B  
Total A + Total B = Rental price

Excel spreadsheets attached

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Annex "C"  
List of Offerors and Outlets

**Contact Persons**

The Offeror certifies that the contact persons listed are authorized to take call-ups from Identified users and are able to communicate in French.

Locations for CFB London

Locations	Contact Name	Phone Number	Email Address
Atikokan, ON			
Blind River, ON			
Cochrane, ON			
Elliot Lake, ON			
Englehart, ON			
Geraldton, ON			
Hearst, ON			
Iroquois Falls, ON			
Kapuskasing, ON			
Little Current, ON			
Marathon, ON			
Midland, ON			
Nipigon, ON			
Petawawa, ON			
Red Lake, ON			
Vermilion Bay, ON			

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Locations for CFB Northbay

CITY	Contact Name	Address	Phone Number	Email Address
Amherstburg				
Ayr				
Bleinham				
Brantford				
Brussels				
Cambridge				
Chatham				
Clinton				
Dorchester				
Dundas				
Dunnville				
Exeter				
Fonthill				
Forest				
Fort Erie				
Goderich				
Grimsby				
Guelph				
Hamilton				
Hanover				
Harriston				

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<b>CITY</b>	Contact Name	Address	Phone Number	Email Address
Huron Park				
Ingersol				
Kilworth				
Kincardine				
Kingsville				
Kitchener				
Lambeth				
Leamington				
Listowel				
London				
Mount Forest				
Mount Hope				
Niagara Falls				
Niagara Lake				
Oneida Nation				
Palmerston				
Petrolia				
Port Colbourne				
Port Elgin				
Rodney				
Sarnia				
Simcoe				
Southampton				

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<b>CITY</b>	<b>Contact Name</b>	<b>Address</b>	<b>Phone Number</b>	<b>Email Address</b>
St Catherines				
St Thomas				
Stoney Creek				
Stratford				
Strathroy				
Tecumseh				
Thorold				
Tillsonburg				
Wallaceburg				
Waterloo				
Welland				
Welland Port				
West Lorne				
Windsor				
Wingham				

Locations for CFB Trenton – Please submit all locations available

<b>Locations</b>	<b>Contact Name</b>	<b>Phone Number</b>	<b>Email Address</b>

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Locations for CFB Petawawa

Locations	Contact Name	Phone Number	Email Address

Locations for CFB Toronto

Locations	Contact Name	Phone Number	Email Address

Locations for CFB Borden

Locations	Contact Name	Phone Number	Email Address

CFB Kingston

Locations	Contact Name	Phone Number	Email Address

Annex "D"

**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 **\$1,000,000.00** 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.

## 2. **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.

## 3. **Vehicles Short Term Lease**

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

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Annex "E"

Standing Offer Report

REPORT

Regional Individual Standing Offer (RISO)

# W0113-13T005/\_\_\_\_/\_\_\_\_, Rental of Light Vehicles

Offeror : \_\_\_\_\_

Reporting period : from \_\_\_\_\_ to \_\_\_\_\_

Name of the Client-Department :	Number of Call-ups	Amount in dollars
CFB Trenton		\$
CFB Bordon		\$
CFB Petawawa		\$
CFB London		\$
CFB North Bay		\$
CFB Toronto		\$
CFB Kingston		\$

Signature: \_\_\_\_\_

Date (YYYY-MM-DD): \_\_\_\_\_