

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

Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

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

Regional Master Standing Offer (RMSO)  
Offre à commandes maître régionale (OCMR)

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

|   |  |
|---|--|
| <b>Title - Sujet</b><br>Trailers- Rental  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>E6TOR-13RM03/A  | <b>Date</b><br>2014-06-03                                      |
| <b>Client Reference No. - N° de référence du client</b><br>E6TOR-13-RM03  | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$KIN-615-6345 |
| <b>File No. - N° de dossier</b><br>KIN-4-42003 (615)  | <b>CCC No./N° CCC - FMS No./N° VME</b>                         |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2014-07-04</b>  |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT  |  |
| <b>Delivery Required - Livraison exigée</b><br>See Herein   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Denbeigh, Andrew   | <b>Buyer Id - Id de l'acheteur</b><br>kin615                   |
| <b>Telephone No. - N° de téléphone</b><br>(613)536-4995 ( )   | <b>FAX No. - N° de FAX</b><br>(613)545-8067                    |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>See Herein   |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

|  |  |
|--|--|
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <br><br><br><br><br><br><br><br><br><br>   |  |
| <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><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br/>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b>   | <b>Date</b>                              |

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## Flat-Bed, Dry, and Refrigerated Trailers

### PART 1 - GENERAL INFORMATION

#### 1. Introduction

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, 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:

- Annex "A" - Requirement  
Annex "B" - Basis of Payment  
Annex "C" - Locations of Supply and Service  
Annex "D" - Insurance Requirements  
Annex "E" - Standing Offer Reporting Requirements  
Annex "F" - Offeror's General Information

The Attachments include:

Attachment 1 to Annex "B" – Basis of Payment Form

#### 2. Summary

The purpose of this solicitation is to establish a Regional Master Standing Offer for the provisional hire, delivery, and pick-up of miscellaneous Highway Trailers on an "as and when requested" basis in accordance with the requirements detailed in this RFSO for various Department of National Defence locations in the Ontario Region.

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KIN-4-42003

Buyer ID - Id de l'acheteur  
kin615  
CCC No./N° CCC - FMS No./N° VME

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It is the intention of the Crown to issue one (1) Standing Offer for each location listed in Annex "C" attached herein. Should one Offeror provide the lowest evaluated price for multiple locations, PWGSC will issue one (1) Standing Offer including all applicable locations.

The period of the Standing Offer is for three (3) years inclusive.

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

The requirement is subject to a preference for Canadian goods and/or services.

### **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>) 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 (2014-03-01) 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: ninety (90) 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. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### **4. Applicable Laws**

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

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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.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

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

Section I: Financial Offer (one (1) hard copy **and** one (1) soft copy)  
Section II: Certifications (one (1) hard copy)

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors 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: Financial Offer

Offerors must submit their financial offer in accordance with Annex B – Basis of Payment. The total amount of Applicable Taxes must be shown separately.

**1. Hard (Paper) Copy:** One (1) hard copy **must be submitted** by the date, time and place indicated on page 1 of the Request for Standing Offers.

**2. Soft (Electronic) Copy:** In addition to the hard copy, PWGSC is requesting that offerors send in an electronic copy of Excel file(s), by courier or by e-mail to the following address:  
**Kingston.procurement@pwgsc.gc.ca**

### **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 II: Certifications**

Offerors must submit the certifications required under Part 5.

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## **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.
- (c) The evaluation team will determine first if there are two (2) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

#### **1.1 Financial Evaluation**

##### **1.1.1 Mandatory Financial Criteria**

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration.

- a) Offers must be submitted on Attachment 1 to Annex "B" - Basis of Payment Form. Offers must not contain any alteration to the preprinted or pre-typed sections of the Basis of Payment Form, other than the addition of Applicable Location(s), Unit Pricing, and Discount Percentage Pricing.
- b) Offers must not contain any condition or qualification placed upon the offer.
- c) Pricing must be firm in Canadian currency and must not be indexed or tied to an escalation factor.
- d) In Attachment 1 to Annex "B" – Basis of Payment Form, the Offer must indicate which location(s) the offer applies to.
- e) The Offer must provide complete pricing for Item 13.
- f) The Offer must provide complete pricing for at minimum 9 of the 14 Items listed in Annex "B" for all pricing periods.

##### **1.1.2 Financial Evaluation Criteria**

Offers for each location listed in Annex "C" will be evaluated individually. The extended price for the location will be calculated by multiplying the estimated usage values by the Offeror's corresponding unit price or discount or markup percentage. The evaluated price for a location is the aggregate of all the extended prices for all pricing periods for the location.

In the event that an Offeror does not provide a price for any item, PWGSC will, for assessment purposes only, substitute the highest price quoted by another responsive Offeror for that item. If all responsive Offerors do not provide a price on an item, the item will be eliminated from the evaluation process for that location. This does not apply to Item 14 – a value of 0 will be automatically inserted if a percentage is not provided for Item 14.

## **2. Basis of Selection**

- 2.1** An offer must comply with the requirements of the Request for Standing Offer to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer for the corresponding area.
- 2.2** It is the intention of the Crown to issue One (1) Standing Offer for each location listed in Annex "C" to satisfy this requirement. Should one (1) Offeror provide the lowest evaluated price for multiple locations, PWGSC will issue one (1) Standing Offer indicating all applicable locations.

## **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 in carrying out any of its obligations under any resulting contract, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

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

### **1. Certifications Required Precedent to Issuance of a Standing Offer and Certifications Required with the Offer**

#### **1.1 Certifications Required Precedent to Issuance of a Standing Offer**

##### **1.1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

##### **1.1.2 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" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada-Labour's website.

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" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## 1.2 Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

### 1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 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*.

#### 1.2.1.1 SACC *Manual* clause A3050T (2010-01-11) Canadian Content Definition

## **PART 6 - 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**

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

##### **3.1 General Conditions**

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **3.2 Standing Offers Reporting**

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, including those 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 on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

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

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is for three (3) years from the date of issuance of the Standing Offer, from \_\_\_\_\_ to \_\_\_\_\_ inclusive. (*Canada will insert information at time of issuance*).

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Andrew Denbeigh  
Title: Supply Officer

Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Acquisitions Kingston  
86 Clarence Street, 2nd Floor  
Kingston, Ontario K7L 1X3

Telephone: 613 536-4995  
Facsimile: 613 545-8067  
E-mail address: andrew.denbeigh@pwgsc-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 (*Canada will insert information at time of issuance*)**

#### **6. Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

## 7. Call-up Procedures

The Identified User may only place call-ups with the Standing Offer holder for the applicable location, as specified in Annex "C". There is only one Standing Offer holder for each location.

## 8. 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 equivalent Departmental Call-Up Document.

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

## 10. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-03-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2014-03-01), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Location of Supply and Service;
- h) Annex D, Insurance Requirements
- l) Annex E, Standing Offer Reporting Requirements
- J) Annex F, Offeror's General Information
- i) the Offeror's offer dated \_\_\_\_\_ (*Canada will insert information at time of issuance of the offer*)

## 11. Certifications

### 11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

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## **11.2 SACC Manual Clauses**

M3060C (2008-05-12), Canadian Content Certification

## **12. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 provide the items detailed in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2010A (2014-03-01) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 - Interest on Overdue Accounts, of 2010A (2014-03-01) General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

### **3. Term of Contract**

#### **3.1 Delivery Date**

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

### **4. Payment**

#### **4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Call-up, the Contractor will be paid a firm price, as stipulated in the call-up, calculated in accordance with Annex B – Basis of Payment. Customs duties are included, and Applicable Taxes are extra.

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

#### **4.2 Limitation of Price**

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

#### **4.3 Method of Payment**

##### **4.3.1 Single Payment**

For rentals of 30 days or less, the identified user will make a single payment.

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

#### 4.3.2 Monthly Payments

For rentals of more than 30 days, the identified user will make monthly payments.

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

#### 4.4 Payment by Credit Card *(if Offeror has accepted payment by credit card(s), otherwise removed)*

The following credit card is accepted: \_\_\_\_\_ *(Canada will insert information at time of issuance)*

OR

The following credit cards are accepted: \_\_\_\_\_ *(Canada will insert information at time of issuance)*

#### 5. Invoicing Instructions

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.

- (a) For rentals not exceeding 30 days, submit the invoice to the identified user when the vehicle is returned to the contractor.
- (b) For rentals exceeding 30 days, submit an invoice to the identified user at the end of each rental month and a final invoice when the vehicle is returned to the contractor.

Invoices must be submitted on the Offeror's own invoice form and at a minimum include:

- (a) the call-up number;
- (b) the amount invoiced (exclusive of HST);
- (c) the amount of HST;
- (d) the date;
- (e) the name and address of the identified user;
- (f) the quantity (time) and description(s) (Item #);
- (g) the Standing Offer Number as shown on page 1 of this Standing Offer.

The original and one (1) copy of each invoice must be forwarded to the Client Representative as indicated on each call-up document for certification and payment.

#### 6. Insurance Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any

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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.

#### **7. SACC Manual Clauses**

*SACC Manual* clause D5328 (2007-11-30) Inspection and Acceptance  
*SACC Manual* clause A9062C (2011-05-16) Canadian Forces Site Regulations  
*SACC Manual* clause A9049C (2011-05-16) Vehicle Safety

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## **Annex "A" Requirement**

### **1. Summary**

To establish a Regional Master Standing Offer for the provisional hire, delivery, and pick-up of miscellaneous Highway Trailers on an "as and when requested" basis in accordance with the requirements detailed in this RFSO for various locations in the Ontario Region.

### **2. Deliverables**

The Offeror must be able to supply, deliver, and pick-up the following vehicles on an "as and when requested" basis (F.O.B. Destination, including delivery, offloading and travel expenses), to the requested location(s), as indicated in the Call-up document:

#### **2.1 List of Vehicles Required:**

- 1) Tandem Axle Trailer, 48 to 53 ft x 102" wide, Dry Freight Van, Spring Ride
- 2) Tandem Axle Trailer, 48 to 53 ft x 102" wide, Dry Freight Van, Air Ride
- 3) Tandem Axle Flatbed, 48 to 53 ft x 102" wide, Flatbed Trailers, Spring Ride
- 4) Step Deck Trailer, 48 to 53 ft, Spring Ride
- 5) Step Deck Trailer, Tandem Axle, 48 to 53 ft, Air Ride
- 6) Step Deck Trailer, Tri Axle, 48 to 53 ft, Air Ride
- 7) Highboy Flatbed, 48 to 53 ft length, Four Wheel Dual Tandem
- 8) Lowbed Step Deck, 48 to 53 ft, Four Wheel Dual Tandem
- 9) Lowbed Gooseneck, 48 to 53 ft
- 10) Lowbed Multi Position Bed, 48 to 53 ft
- 11) 35 Ton Lowboy Trailer Float Double Drop, 53 ft
- 12) Tridem, 53 ft
- 13) Refrigerated Trailer, 48 to 53 ft x 102" wide, Van, Air Ride

All vehicles must be in clean condition, excellent state of repair, and must not be older than ten (10) years.

#### **2.2. Additional Equipment**

Identified Users may periodically require additional equipment, attachments, or accessories for the vehicles rented under this Standing Offer. These requirements will be included in individual call-ups and must be itemized on the invoice as separate charges, if applicable.

### **3. Supply of Alternative Rental Unit**

The Offeror must provide the type of rental vehicle(s) requested by the Identified User in the Call-up. Substitute trailers to those specified in the Standing Offer will be considered and assessed by the Project Authority. Canada has the right to accept or reject any substitute trailer at its sole discretion. Should the Offeror substitute a vehicle having a higher rental rate than the type requested, the applicable charge must be the one for the vehicle requested. The Offeror must advise the Identified User of any substitution, and all substitutions must be approved by the Identified User. Should the substitute rental vehicle have a lower rate than the type requested, the

applicable charge shall be the lower of the two in accordance with the firm rates offered in Annex B.

#### **4. Delivery**

Items must be delivered within twenty-four (24) hours from receipt of call-up, unless otherwise stipulated in the Call-up. The Call-up should be acknowledged within 2 hours of receipt.

#### **5. Rental Extensions**

Extensions to call-ups for rental extensions must be authorized by an amendment to the call-up document by the Identified User. Regardless of the number of extension requests, the monthly rate will be applied first (if applicable) followed by weekly rate and then the daily rate.

#### **6. Vehicle Licensing Requirements**

The Offeror must hold and maintain all permits, licenses, and certificates of approval applicable to the types of vehicles rented under this Standing Offer in accordance with Municipal, Provincial, and Federal laws. The Offeror will be responsible for any charges imposed by such legislation or regulations. Upon request, the Offeror must provide a copy of any such permit, license, or certificate to Canada.

#### **7. Termination**

Identified Users are responsible for termination of call-ups for rental units. Termination of rentals more than two (2) hours beyond the time indicated for the daily, weekly or monthly rate will constitute an additional daily rate. Two hours or less shall be at no charge to the Identified User.

#### **8. Silent Hours**

During the time that the Offeror is not available by telephone, the Offeror must maintain an answering machine to facilitate call-in returns by the Identified User. Invoices must indicate the time of call-in as the return time.

#### **9. Division of Responsibilities**

Unless otherwise stated in the Standing Offer, the following applies:

**9.1** For the purposes of this clause, the term "Normal Wear and Tear" refers to the natural amount of deterioration, which can be expected over the term of the rental period and include:

- (i) tire wear, paint chips and minor scratches that do not extend to the base metal;
- (ii) all paint scratches and paint wear and minor dents to exterior,
- (iii) chips caused by stones thrown by the wheels of vehicles;
- (iv) frayed or stretched emergency brake cables;
- (v) interior wear of trailer including all paint scratches; and
- (vii) tire wear and damage.

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## 9.2 The Offeror is responsible for:

- (a) Pre-servicing the trailer in the normal way for customer delivery;
- (b) Delivery to the destination specified in the call-up;
- (c) Pick-Up at the time of expiry or termination of the call-up;
- (d) Trailer licensing, permits, or exemptions;
- (e) Pick-up and return of trailer for servicing;
- (f) Full maintenance due to normal wear and tear including but not limited to replacement of tires and tire repairs;
- (g) All Warranty Servicing: Warranty servicing means the supply of parts normally provided by the manufacturer's warranty together with the labour necessary to install such parts. The warranty service must be made available at any dealer for the make of trailer rented, within Canada;
- (h) Supply of another licensed trailer of the same type and size to replace a specific trailer when a unit is taken out of service for repairs for a period greater than twenty-four (24) hours. Down time will be considered when computing the monthly charges;
- (i) Inspecting the trailer upon its return to the Offeror for any damages;
- (j) Supplying any units that require fuel with a full tank of fuel;
- (k) Providing delivery within twenty-four (24) hours from receipt of call-up.

## 9.3 Canada is responsible for:

- (a) Inspecting the trailer when delivered for any damages;
- (b) Returning any units that require fuel with a full tank of fuel;
- (c) Oil, fluids and lubricants between oil changes;
- (d) Fines for traffic violations, including unlawful parking issued to representatives of Canada during the rental period.

## 10. Initial Inspection

All rental trailers shall be inspected by the Identified User and the Offeror jointly, for damages prior to the release of a rental trailer to the Identified User. Any damages located should be noted on the call-up. The Identified User will reject any rental trailer that fails the acceptance inspection, and another rental trailer must be provided by the Offeror without delay.

## 11. Final Inspection

Upon return, rental trailer will be inspected by the Identified User and the Offeror jointly. Any new damage found should be added to the call-up and be signed in agreement by both parties. Mutual authorization must be obtained prior to proceeding with repairs in accordance with Paragraph 16 of this Annex. The Offeror must obtain a written authorization from the Identified User prior to proceeding with repairs.

## 12. Emergency Repairs

A 24-hour, 7-day per week trailer breakdown telephone number must be provided by the Offeror for immediate authorization of repairs to broken-down rented trailer.

A credit must be issued by the Offeror to the Identified User for reimbursement to Canada for repairs done or parts replaced by Canada or paid for by Canada with the agreement of the

Offeror in situations in which Canada is not at fault. The cost of repairs which are made by the Identified User will be credited to the Identified User by the Offeror upon receipt of a paid invoice covering these repairs. Where possible, the Identified User will return all trailer parts replaced, including damaged or worn tires, to the Offeror.

**13. Mechanical Breakdowns near the Identified User's site**

As mutually agreed upon by both parties at the time of the incident, the Offeror will provide a replacement rental trailer immediately upon notification of a mechanical breakdown or a licensed mechanic and mobile service unit to perform repairs within four (4) hours notice from the Identified User. Replacement rental trailer is to be provided at no extra cost to Canada.

**14. Mechanical Breakdowns far away from the Identified User's site**

The Offeror shall provide instructions for repair or replacement by providing emergency contact information as specified in Paragraph 12 of this Annex. The Offeror will authorize the Identified User to either go ahead and repair the trailer or provide information as to how to obtain a replacement rental trailer.

**15. Replacement Rental Trailer**

The Offeror is responsible for all delivery, offloading and travel expenses, if applicable, when providing a replacement rental trailer. Replacement trailers must be subject to the inspection and acceptance by Canada.

**16. Loss, damage, repairs**

- (a) Canada is responsible for loss and damage to the trailer (including damage to optional equipment not requested but accepted by Canada) during the rental period and caused or contributed to by negligence or carelessness of representatives of Canada and recorded to the extent that the loss or damage is not the result of normal wear and tear. Loss or damage due to theft but not due to negligence of Canada will be self-underwritten by Canada.
- (b) In the event of an accident or damage, rental trailer call-ups may be suspended until further notice or terminated by the Standing Offer Authority. No extra rental charges will be incurred or paid during the period of suspension.
- (c) If a trailer is returned to the Offeror at the end of the call-up in damaged condition, the Offeror must provide to Canada within five (5) business days after the return of the vehicle, a written estimate for the cost of repairs or replacement of the loss to the authorized representative of Canada identified in the call-up document. Repair work must be in accordance with industry standard.
- (d) Canada may require the Offeror to provide three (3) quotes for repair work. Canada also reserves the rights to obtain, through a third party, its own estimates for the identified repairs to validate the Offeror's estimate.
- (e) Once the cost of repairs is agreed to by both parties, the Offeror will invoice Canada, in accordance with the invoicing provisions of the Standing Offer and applicable call-up, for the agreed amount. The Standing Offer Authority will resolve disagreements.
- (f) If Canada decides to repair damage to a vehicle during the rental period, Canada will notify the Offeror before proceeding with the repairs. Both parties must agree to the repairs.

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**17. Optional Pick-up and/or Drop-off**

The Identified User has the option to pick-up and/or drop-off trailer(s) at the Offeror's specified location. The Identified User must co-ordinate the details with supplier prior to pick-up or drop-off of trailer(s).

**18. Vehicle Operators under the Age of twenty-five (25) years old**

The Operators of the vehicles which will tow the trailers in this requirement may be under twenty-five (25) years of age.

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## ANNEX "B" BASIS OF PAYMENT

### Rates:

The Offeror must provide firm rates for the items. The format of the Pricing must not be altered except for the addition of numbers in all of the blank spaces of Attachment 1 to Annex "B" – Basis of Payment Form. Pricing must not be indexed to any currency exchange rates or commercial index. All prices are firm net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be FOB destination(s) indicated, including all delivery, offloading and travel charges. HST shall not be included in pricing and shall be shown as a separate item on invoices.

Rates offered must include:

- Unlimited kilometre allowance.

### Application of the Rates:

Should the Identified User rent a trailer for seven (7) consecutive days, the total charge will not exceed six (6) times the applicable daily rate. This also applies to the cost of calculating additional weekly charges for miscellaneous rental services. Should the Identified User rent a vehicle exceeding the seven (7) days, the "Weekly Rate" and/or the "Monthly Rate" shall apply.

Rental periods are defined as follows: Rental Week = Seven (7) Days; Rental Month = Thirty (30) Days. Rental charges for any partial rental periods will be prorated at the most favorable combination of rates to Canada, i.e., a unit rented for a period of 33 days will be calculated at either four (4) weeks plus five (5) days prorated at weekly rate; or monthly rate plus three (3) days prorated at weekly rate; or any other combination or rates; whichever is lower.

The terms and conditions of this Standing Offer will apply to any call-up and resulting contract, even if at the time of reservation or pickup of the rented unit, the Offeror gives the identified user a rate that is lower than the rates that are part of the Standing Offer

### Estimated Usages:

**The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for one year and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods ordered.**

OFFERORS SUBMITTING DIFFERENT OFFER PRICES FOR MORE THAN ONE LOCATION MUST COMPLETE A BASIS OF PAYMENT FORM FOR EACH LOCATION. IF PRICING PROVIDED IS TO REMAIN THE SAME FOR ALL SPECIFIED LOCATIONS THEN ONLY ONE BASIS OF PAYMENT FORM IS REQUIRED. THE FINANCIAL OFFER MUST INDICATE THE APPLICABLE LOCATION(S).

OFFERORS SHOULD INDICATE WITHIN ANNEX "C" THE LOCATIONS WHERE THEY CAN PROVIDE SERVICE.

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**Additional allowed expenses:**

- For vehicles returned with less than a full tank of fuel, the Offeror may charge Canada for the tank to be filled back to the full mark at the current pump price per litre without allowance for overhead or profit.

**Pricing Periods:**

**Year 1 – Issuance of Standing Offer to One Year later (*Canada will insert dates at time of award*);**

**Year 2 – (*Canada will insert dates at time of award*);**

**Year 3 - (*Canada will insert dates at time of award*).**

**Delivery:**

The Area of Supply and Service for each location includes any requested delivery point within a 30km radius from the identified location. If a requested delivery point exceeds that radius, the delivery charge for the nearest location will apply, and all kilometres over the 30km range that are required for delivery will be charged to the Identified User in accordance with the rate in Attachment 1 - Basis of Payment Form.

**SEE ELECTRONIC ATTACHMENT FOR ATTACHMENT 1 to ANNEX “B” – BASIS OF PAYMENT FORM**

**ANNEX "C"**  
**LOCATIONS OF SUPPLY AND SERVICE**

**Locations of Supply and Service:**

Each of these locations will be evaluated separately, to determine the successful offer.

**Areas of Supply and Service:**

Offerors must indicate locations of available supply and service.

The Area of Supply and Service for each location includes any requested delivery point within a 30km radius from the identified location.

Requested delivery points may be outside of an Area of Supply and Service.

Department of National Defence  
Canadian Forces Base (CFB) Trenton  
Astra, Ontario

Service Offered ( ) YES ( ) NO

Department of National Defence  
Canadian Forces Base (CFB) Kingston  
Kingston, Ontario

Service Offered ( ) YES ( ) NO

Department of National Defence  
Canadian Forces Base (CFB) Petawawa  
Petawawa, Ontario

Service Offered ( ) YES ( ) NO

Department of National Defence  
Canadian Forces Base (CFB) Borden  
Borden, Ontario

Service Offered ( ) YES ( ) NO

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Department of National Defence  
Defence Research and Development Canada (DRCD) Toronto  
Toronto, Ontario

Service Offered ( ) YES \_\_\_\_\_ ( ) NO

Department of National Defence  
Garrison Toronto  
Toronto, Ontario

Service Offered ( ) YES \_\_\_\_\_ ( ) NO

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## **Annex D Insurance Requirements**

### **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

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excluded by the standard care, custody or control exclusion found in a standard policy.

- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- 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.

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**ANNEX "E"**

**Standing Offer Reporting Form**

Please send to the Standing Offer authority named herein.

Please use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spend to date, by government department.

|                          |              |                                       |               |  |                                      |                                       |
|--------------------------|--------------|---------------------------------------|---------------|--|--------------------------------------|---------------------------------------|
| Standing Offer           |              | (Insert Standing Offer #)             |               | Start Date of SO<br>(DD/MM/YYYY)       | End Date of SO<br>(DD/MM/YYYY)       |                                       |
| Total Value to Date (\$) |              | Total Value for Reporting Period (\$) |               | Start Reporting Period<br>(DD/MM/YYYY) | End Reporting Period<br>(DD/MM/YYYY) |                                       |
| Department Requesting    | Order Number | Work Description                      | Item Quantity | Date of Order                          | Date of Delivery                     | Value of Order<br>(not including HST) |
|                          |              |                                       |               |  |                                      |                                       |

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**Annex "F"**  
**Offeror's General Information**

**Supplier Contacts**

Name and telephone number of the person responsible for:

**General Enquiries**

**Delivery Follow-up**

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

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

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

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

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

After Hours / Emergency Contact:

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

Telephone No.: \_\_\_\_\_

Cell Phone / Pager No.: \_\_\_\_\_

SUPPLIERS ARE TO IDENTIFY THEIR SUPPLY AND SERVICE OUTLETS IN THE SOUTH-EASTERN ONTARIO REGION AREAS WHERE THEY CAN PROVIDE THE SERVICE AND ACCEPT ORDERS. (SUPPLIERS OUTLET(S) MUST HAVE SAME PRICING STRUCTURE AS QUOTED) PLEASE PRINT the location, contact names, and telephone numbers of the Offeror's permanent staff members cleared to receive call-ups from Identified Users:

| <b><u>Location</u></b> | <b><u>Contact Name</u></b> | <b><u>Phone Number</u></b> |
|------------------------|----------------------------|----------------------------|
| _____                  | _____                      | _____                      |
| _____                  | _____                      | _____                      |
| _____                  | _____                      | _____                      |
| _____                  | _____                      | _____                      |
| _____                  | _____                      | _____                      |
| _____                  | _____                      | _____                      |