

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Réception des soumissions - TPSGC / Bid
Receiving - PWGSC**

1550, Avenue d'Estimauville
1550, D'Estimauville Avenue

Québec
Québec
G1J 0C7

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

TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet RMSO - DND semi-trailers rental	
Solicitation No. - N° de l'invitation E6QUE-130004/A	Date 2014-06-10
Client Reference No. - N° de référence du client E6QUE-13-0004	GETS Ref. No. - N° de réf. de SEAG PW-\$QCN-009-15981
File No. - N° de dossier QCN-3-36250 (009)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-07-10	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
Delivery Required - Livraison exigée Voir doc.	
Address Enquiries to: - Adresser toutes questions à: Hamann, Frédéric	Buyer Id - Id de l'acheteur qcl014
Telephone No. - N° de téléphone (418)649-2975 ()	FAX No. - N° de FAX (418)648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TOUS LES MINISTÈRES et ORGANISMES FÉDÉRAUX DU QUÉBEC MÉTROPOLITAIN INCLUANT VALCARTIER et DONNACONA Québec Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

TITLE : RMSO - Trailers and Road Tractors rental for the Department of National Defence.

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Former Public Servant
4. Enquiries - Request for Standing Offers
5. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Issuance of a Standing Offer

PART 6 - FINANCIAL REQUIREMENTS

1. Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Identified Users
8. Call-up Procedures

9. Call-up Instrument
10. Limitation of Call-ups
11. Priority of Documents
12. Certifications
13. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. Insurance Requirements
8. *SACC Manual* Clauses

List of Annexes :

- Annex A - Requirement
Annex B - Basis of Payment
Annex C - Rate Table
Annex D - List of suppliers and outlets

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

2. Summary

(i) **Title :** Regional Master Standing Offers (multiple) for the rental of semi-trailers and road tractors for the Department of National Defence, Quebec Region.

(ii) **Description :**

Provide as needed, call-up service for semi-trailers and road tractors for the Department of National Defence (DND), Quebec Region (excluding the Gatineau area). Specifically, the areas to which this Standing Offer applies are:

1) Valcartier : including the Canadian Forces Base in Valcartier and Defence Research and Development Canada (DRDC) - Valcartier;

2) Longue-Pointe : including the Canadian Forces Base in Longue-Pointe, St-Jean and St-Hubert ;

3) Bagotville : including the Canadian Forces Base in Bagotville.

An offeror inventory is being drawn up for semi-trailer and road tractor rental services, by area, for various categories of heavy vehicles and different rental durations (short term (30 days or less) and long term (more than 30 days)).

The Offerors can bid for one, two or three of the sectors identified above.

The Offerors can bid on one or more vehicle categories identified in Annex C, Rate Table.

(iii) **Standing Offer Period :**

The Standing Offer will take effect from *November 1, 2014 to October 31, 2017*, inclusive.

(iv) **Multiple Standing Offers :**

Canada expects to issue multiple standing offers to offerors of heavy vehicle rental services who meet the evaluation criteria and pass the selection procedure detailed herein. The inventory will be accessible to all areas covered by this Request for Standing Offers.

(v) **Standing Offer value :**

An undetermined number of Standing Offers may be established subsequent to this Request for Standing Offers. To make administration of the Standing Offers easier, all Standing Offers issued subsequent to this solicitation will reflect a dollar value of "NIL". This does not limit the volume of business the Offeror may do with the Federal Government.

(vi) Offerors must submit a list of names of administrators , or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.

- (vii) 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).
- (viii) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- (ix) The requirement is limited to Canadian 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: one hundred and fifty (150) days

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit located at 1550 d'Estimauville avenue, Quebec (Quebec) G1J 0C7, **by the date, time and place indicated on page 1** of the Request for Standing Offers.

Transmission of offers by facsimile (418-648-2209) to PWGSC will be accepted.

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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the 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;
- 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 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 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.

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 Quebec.

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 - Annex D

1 hard copy (mandatory) sent by fax or mail to 1550, d'Estimauville avenue, Quebec (Quebec) G1J 0C7

and

1 soft copy (optional) sent to the following E-mail address :

QueReceptionSoumissionsQc.QueSupplyTendersReceptionQc@tpsgc-pwgsc.gc.ca

Section II: Financial Offer - Annex C

1 hard copy (mandatory) sent by fax or mail to 1550, d'Estimauville avenue, Quebec (Quebec) G1J 0C7

and

1 soft copy (optional) sent to the following E-mail address :

QueReceptionSoumissionsQc.QueSupplyTendersReceptionQc@tpsgc-pwgsc.gc.ca

Section III: Certifications (1 hard copy).

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

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

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

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

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

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

The offeror must complete the Request for a Standing Offer and provide a copy of annex D, List of suppliers and outlets.

Section II: Financial Offer

Offerors must submit their financial offer on the Annex C, Rate Table, in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

The offeror must complete the **Annex D** of this request for a Standing Offer.

1.2 Financial Evaluation

1.2.1 Evaluation of Price

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

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. All the responsive offers will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information 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 contracts, 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

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.

1.2 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_equity/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.

1.3 Language Capability

By submitting an offer, the Offeror certifies that it has the language capability required to perform the Work, as described in the Annex A - Requirement.

1.4 Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

1.4.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

- () the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

1.4.1.1 SACC *Manual* clause A3050T (2010-01-11), Canadian Content

Definition

Solicitation No. - N° de l'invitation

E6QUE-130004/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcn009

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

E6QUE-13-0004

File No. - N° du dossier

QCN-3-36250

CCC No./N° CCC - FMS No/ N° VME

PART 6 - FINANCIAL REQUIREMENTS

1. Financial Capability

SACC Manual clause M9033T (2011-05-16), Financial Capability

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

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

3.2.1 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of services 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 below. If some data is not available, the reason must be indicated. If no services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The semester reporting periods are defined as follows:

First semester: from November 1 to April 30 ;
Second semester: from May 1 to October 31.

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

3.2.2 Reporting requirements

The offerors must provide their reports in accordance with the Standard Report below:

Regional Master Standing Offer (RMSO)

E6QUE-130004/00_/QCL, Semi-trailer and road tractor rental

Offeror : _____

Reporting period : from _____ to _____

Name of the department / client :	Number of Call-up	Amount in dollar
Department of National Defence, Valcartier Garrison		\$
Defence Research and Development Canada, Valcartier		\$
Department of National Defence, Canadian Forces Base Bagotville		\$
Department of National Defence, Longue-Pointe Garrison		\$
Total amount :		\$

Signature : _____

Date (YYYY-MM-DD) : _____

3.2.3 Notes:

- (a) No department or additional client (reference: standard reporting table in section 3.2.2) must appear in the report. Please note that call-ups against standing offers from the St-Jean and St-Hubert garrisons must be recorded with call-ups from the Longue-Pointe Garrison. If in doubt, offerors must validate with designated users to which department/client they belong.
- (b) Failure to submit duly completed reports in accordance with the foregoing directives may lead to the Standing Offer being set aside and corrective measures being applied.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from *November 1, 2014 to October 31, 2017 inclusive*.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Frédéric Hamann
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
1550 d'Estimauville Avenue
Quebec, Quebec, G1J 0C7

Telephone: 418-649-2975
Facsimile: 418-648-2209
E-mail address: frederic.hamann@tpsgc-pwgsc.gc.ca

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

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 D - List of suppliers 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 Offers are :

- Department of National Defence, Canadian Forces Base in Valcartier;
- Department of National Defence, Canadian Forces Base in Longue-Pointe;
- Department of National Defence, Canadian Forces Base in Bagotville;
- Defence Research & Development Canada - Valcartier.

8. Call-up Procedures

When issuing call-ups against the Standing Offer, the Project Authority must follow the following steps:

STEP 1: The Project Authority must identify the Offeror by following the steps below:

- First :** Determine the sector from among the three in the directory: Valcartier, Longue-Pointe and Bagotville;
- Second :** Determine the category of vehicle from among the two in this directory: Semi-trailers or road tractors;
- Third :** Determine the type of vehicle which meets the client's needs among those listed in the directory;
- Fourth :** Determine the rental period of the selected vehicle;
- Fifth :** Determine whether hazardous goods will be transported;
- Sixth :** Determine whether the identified user will use the offeror's pick-up and delivery services;
- Seventh :** Determine whether insurance is needed. For trips to the USA, designated users must find out from the offeror the insurance costs associated with the trip, since these rates are not included in this Standing Offer;
- Eighth:** Determine whether a trip to the United States is involved, since the project authority has to select an offeror who has agreed to supply vehicles for travel to the United States;
- Ninth :** Determine the approximate distance in kilometres to be covered while the vehicle is leased;
- Tenth :** Select the offeror with the lowest firm price (Applicable taxes extra).

Example : The Department of National Defence, Valcartier Garrison (client), would like to lease a 53-foot, 3-axle platform semi-trailer, for three days. This vehicle will not transport hazardous goods. The client wants to use the offeror's pick-up and delivery services. The client estimates the distance to be covered during the rental period at about 500 km. The client is self-insured (civil liability vehicle insurance and coverage for physical damage to the vehicle) for the entire duration of the rental. The vehicle will remain in Canada throughout the rental period.

- 1- Sector - Valcartier
- 2- Vehicle category - Semi-trailer
- 3- Type of vehicle - 53-foot, 3-axle platform semi-trailer
- 4- Rental period - 3 days
- 5- Hazardous goods - No
- 6- Pick-up and delivery - Yes (transportation both ways)
- 7- Insurance - No

- 8- Travel to United States - No
 9- Number of km - 500 km
 10- Offeror selected - Select the offeror having the lowest calculated firm price (applicable taxes extra)(see the example below.)

NB: The project authority has to select offerors who offer the service he needs in terms of the following factors: the location of his department or agency, the type of vehicle leased, the duration of the rental (rate offered), carriage of dangerous goods, pick-up and delivery service (rate offered), insurance requirements (availability of service and rates offered), trips to the United States. This will be done by consulting Annex C - Table of Rates and Annex D - List of Suppliers and Outlets.

Sample calculation to select the lowest offeror :

It should be noted that the data in the table below are fictitious and only provided as an example.

Description of items for call-up	Firm unit rate (applicable taxes extra) Offeror 1	Total Offeror 1	Firm unit rate (applicable taxes extra) Offeror 2	Total Offeror 2
53-ft., 3-axle platform semi-trailer	\$30.00 / day	\$90.00 / 3 days	\$35.00 / day	\$105.00 / 3 days
Pick-up and delivery	\$40.00 / pick-up OR delivery	\$80.00 / pick-up and delivery	\$50.00 / pick-up OR delivery	\$100.00 / pick-up and delivery
Kilometer (500)	\$0.03 / km	\$15.00 / 500 km	\$0.25 / km	\$12.50 / 500 km
Total:		\$185.00		\$217.50

The client must select the offeror which has the lowest firm price (applicable taxes extra) for all of the items in the call-up. In the above example, offeror 1 is proposing a lower total firm price than offeror 2 for the client's needs. Consequently, offeror 1 is selected.

STEP 2 - The Project Authority contacts the Offeror identified in step 1 by telephone, fax or email on a right of first refusal basis. At that time, the Project Authority provides the Offeror with the following information:

- Type of vehicle required
- Rental period
- Brief description of how the vehicle is to be used (eg: destination, carriage of dangerous goods, etc)
- Time and date of the service required
- Choice of delivery method: at supplier's premises or the work site
- Order number (PO#)
- Name and telephone number of Project Authority
- Billing address
- Urgent requirement (if applicable)

N.B.: Services may be ordered using the telephone, fax or electronically. ***In cases where services required are ordered by telephone, the Project Authority must send a written confirmation of the call-up.***

STEP 3 - The Offeror must confirm in writing within **24 hours** of the date when the Project Authority issues a request, whether it is able to provide the service according to the Project Authority's requirements. In emergency situations, the Offeror must provide its written confirmation within **4 hours** of the Project Authority's request. The Project Authority must stipulate in the initial request (step 2) whether there is an emergency or not. If no response is provided or if the offer is refused, the Project Authority must contact the next Offeror on the list until an order is issued or the requirement is cancelled.

STEP 4 - Issuing an order 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*.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$ 70,000.00** (Applicable Taxes included).

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 (2014-03-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2014-03-01), General Conditions - Services (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment ;
- g) Annex C, Table Rate;
- h) Annex D, List of suppliers and outlets;
- i) the Offeror's offer dated _____ .

12. Certifications

12.1 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.

12.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

12.3 SACC Manual Clauses

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

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 Quebec.

13.1 Act Respecting Owners, Operators and Drivers of Heavy Vehicles

Vehicle leasing companies contracting with the Department of National Defence including Defense Research and Development Canada - Valcartier, are not required to subscribe to a Register Identification Number (RIN) for short-, mid- or long-term leases, because the department is exempt from that statute. Act details are available at the following address : <http://www.canlii.org/en/qc/laws/stat/cqlr-c-p-30.3/latest/cqlr-c-p-30.3.html>

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 (2014-03-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

2.1.1 Performance of Work

If the contractor cannot deliver the vehicle reserved in the order, the parties agree that, as an acceptable solution to avoid a default under **section 8 or 21 of 2010C** (2014-03-01), General Conditions, the contractor must provide Canada with an upgrade for the reserved vehicle at the same rate as in the order.

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 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 Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex C - Table Rate and in accordance with the 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.

5.2 Limitation of Price

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

5.3 Method of Payment

5.3.1 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

5.3.2 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

5.4 SACC Manual Clauses

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

6. Invoicing Instructions

1. In all cases, the contractor must submit invoices in accordance with the section in the General Conditions entitled Invoicing Instructions. Invoices must not be submitted until all the work to which the invoice pertains has been completed.
 - (a) For rentals **not exceeding 30 days**, submit the invoice to the designated user when the vehicle is returned to the contractor.
 - (b) For rentals **exceeding 30 days**, submit an invoice to the designated user at the end of each rental month and a final invoice when the vehicle is returned to the contractor.
2. Send the original and two (2) copies to the project authority named in the call-up for certification and payment.
3. Designated users may also settle invoices using a Government of Canada acquisition card.
4. The Government of Canada will only pay accounts on receipt of a satisfactory invoice and any other documentation specified in the Standing Offer.
5. Submit invoices on a "per call-up" basis using the contractor's own documents and including (at least) the following:
 - (a) Contractor's name, address, procurement business number (PBN), etc
 - (b) Shipping address shown on the call-up
 - (c) Contractor's standing offer number, eg: E6QUE-130004/00X/QCL
 - (d) Call-up reference number quoted by the designated user (PO #)
 - (e) Period for which the vehicle was leased (short-term rental) or period to which the invoice applies (long-term rental)
 - (f) Description of the vehicle leased

- (g) Number of km billed
- (h) Description of any other item billed
- (i) Total amount payable, in accordance with the payment arrangements specified in the Standing Offer.

6. Any claims for damage to a leased vehicle must be invoiced separately from the rental service. However, contractors must clearly identify the call-up with which such a claim is associated. This can be done by quoting the relevant call-up invoice or call-up number or by any other means agreed on between the parties.

Each claim for damage to a leased vehicle must be supported by:

- (a) copies of invoices, receipts and back-ups for all direct costs;
- (b) a copy of the estimate accepted in advance by Canada.

7. Insurance Requirements

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

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

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

7.1 Insurance Table

The Treasury Board issues directives to the departments on required insurance coverage. The coverage policy differs depending on the rental period. Short-term rental (one month or less) is differentiated from long-term leasing (more than one month). This Standing Offer covers both short-term and long-term rental. The table below present the different insurance requirements for short-term lease and long term lease.

Insurance for leased vehicles contracted with the DND	Short-term lease (30 days or less)	Long term lease (more than 30 days) ⁽¹⁾
Commercial General Liability Insurance (see item 7.2 below). Description : Insurance covering damages arising from bodily injury or material damage sustained by a third party, including defense costs in case of litigation. Coverage : \$2,000,000.00	The contractors awarded a Regional Master Standing Offer (RMSO) must hold commercial general liability coverage and provide an Insurance Certificate on request. The identified users must be covered by commercial general liability insurance through the contractor.	

Insurance for leased vehicles contracted with the DND	Short-term lease (30 days or less)	Long term lease (more than 30 days) ⁽¹⁾
<p>Automobile Liability Insurance (see item 7.3 bellow)</p> <p>Description : Automobile liability insurance protects the insured if a third party is killed or injured or sustains damage to property. The insurance policy indemnifies the insured in the event of injuries sustained in an automobile accident. Uninsured motorist coverage provides protection if the insured is injured by a driver who is not insured or who leaves the scene.</p> <p>(a) Semi-trailers and road tractors:</p> <p>i. Coverage: \$5,000,000.00 ii. Deductible: \$0.00</p>	<p>Contractors <u>may</u> (if such insurance is offered in Canada) quote in <i>Annexe C, Table of Rates</i>, a separate firm daily rate for automobile liability insurance. When a vehicle is leased, Canada will decide whether to bind such coverage or assume its own risks.</p>	<p>Automobile liability insurance <u>must not be included</u> in rental rates. Usually, Canada self-insures and assumes its own risks.</p>
<p>Coverage against physical damage to a vehicle (physical damage, collisions and accidents not involving collision or overturning).</p> <p>Description : This coverage protects against physical damage to the leased vehicle. It covers damage sustained by the vehicle when it collides with another vehicle or overturns. "Collision" means that the leased vehicle strikes another vehicle, is struck by another vehicle or is the cause of an accident. This insurance also protects the vehicle against other risks besides collision and overturning. It protects against vandalism, theft, falling of flying objects and fire.</p> <p>(a) Semi-trailers</p> <p>i. Deductible: \$2,500.00</p> <p>(b) Road tractors</p> <p>i. Deductible: \$5,000.00</p>	<p>Contractors <u>may</u> (if such insurance is offered in Canada) quote in <i>Annexe C, Table of Rates</i>, a separate firm daily rate for coverage against physical damage. When a vehicle is leased, Canada will decide whether to bind such coverage or assume its own risks.</p>	<p>Coverage against physical damage <u>must not be included</u> in rental rates. Usually, Canada self-insures and assumes its own risks.</p>
<p>Travel to the United States</p> <p>Note to designated users : When leased vehicles enter the United States, it is <i>mandatory</i> to carry automobile liability insurance, which means that Canada cannot self-insure. However, there is no obligation to insure through the offeror.</p>	<p><i>This Regional Master Standing Offer (RMSO) does not provide special prices for travel insurance for trips to the United States.</i></p> <p>The identified users may arrange to obtain the required insurance from the Offeror for the travel period in the United States. In this case, the identified users will make the necessary arrangements with the Contractors selected from the directory to agree on the type of</p>	

Insurance for leased vehicles contracted with the DND	Short-term lease (30 days or less)	Long term lease (more than 30 days) ⁽¹⁾
	insurance necessary for call-ups against the Standing Offer.	

- 1) Under Treasury Board policy, when the identified users rent a vehicle for a period of **more than 30 days**, it must assume all legal liability for the operation of the rented vehicle. When Canada assumes its own risks, each identified user must provide the Contractor with a letter of agreement confirming that the identified user is liable for all damages caused by the operation of the rented vehicle, as under a standard automobile insurance policy that is in compliance with provincial and municipal laws and regulations. It must be provided before a call-up against a standing offer is made.

N.B. : All insurance provisions must comply with provincial, state, municipal and local laws and regulations applying to a rented vehicle.

7.2 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 **\$2,000,000.00** 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.
- (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.

7.3 Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$5,000,000.00** per accident or occurrence.
2. The policy must include the following:
 - (a) Third Party Liability - **\$5,000,000.00** Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (e) OPCF/QEF/SEF #4a - Permission to Carry Explosives.

7.4 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.

7.5 Short Term Lease

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

8. SACC Manual Clauses

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

ANNEX "A" - Requirement

1. Title

Regional Master Standing Offer for Semi-trailer and Road Tractor leasing for the Department of National Defence, Quebec region.

2. Description

Provide semi-trailer and road tractor rental services on call-up to the Department of National Defence (DND), Quebec Region (excluding the Gatineau area).

An offeror inventory is being drawn up for semi-trailer and tractor rental services, by area, for various categories of vehicle and different rental durations (short term (30 days or less) and long term (more than 30 days)).

Specifically, the areas to which this Standing Offer applies are:

- 1) Valcartier:** including Canadian Forces Base in Valcartier and Defence Research and Development Canada (DRDC) Valcartier;
- 2) Longue-Pointe:** including Canadian Forces Base in Longue-Pointe, St-Jean and St-Hubert;
- 3) Bagotville:** including Canadian Forces Base in Bagotville.

3. General

- (a) Contractor must provide the type of vehicle specified in the call-up to any authorized person.
- (b) Contractor must provide a replacement vehicle in the event of breakdown, accident or unavailability anywhere in Canada (including remote and northern regions). Contractor will have a maximum of **twelve (12) hours** to meet this requirement from the time that the designated user notifies him that a replacement vehicle is needed.
- (c) Contractor must provide roadside assistance service round the clock and every day of the week (24/7) for every type of vehicle listed in the Standing Offer everywhere in Canada (including remote and northern regions). Roadside assistance service must include at least the following services: towing, unlocking, battery boosting, spare wheel installation and fuel delivery in case of depletion. Contractor will have a maximum of **twelve (12) hours** to provide this service from the time that the designated user notifies him that roadside assistance service is needed.

4. Vehicles

All leased vehicles must be:

- (a) Late models and clean, meaning:
 - i. For van semi-trailers adapted for storage, the vehicles leased must be **2002 or more recent models**.
 - ii. For platform, telescopic, single-drop, van and refrigerated semi-trailers, the vehicles leased must be **2004 or more recent models**.
 - iii. For tractors, the vehicles leased must be **2008 or more recent models or 1,000,000 km**, whichever comes first.
 - iv. Other vehicle categories have no specific age limits.
- (b) Safety inspected by the SAAQ. The inspection sticker issued by the SAAQ must be displayed visibly in the vehicle's window and be in order (date) and bear a valid certificate No.
- (c) Equipped with radial tires, in compliance with government standards described in <http://www.tc.gc.ca/lois-reglements/generale/l/lsa/reglements/rsvp/annexes/rsvpav.html>; and
- (d) The tractors must be equipped with a block heater for the winter.

5. Analysis and Prevention

- (a) When Canada takes possession of a vehicle, it will be visually inspected, and an inspection report must be signed by a representative of Canada and a representative of the Contractor. The inspection will identify breakages, scratches or any other defects of the bodywork, tires and/or windows. Canada reserves the right to refuse a vehicle on the basis of the report if the vehicle is deemed inadequate for the task at hand or fails to meet the clauses and conditions of the Standing Offer. A similar visual inspection must be made at the end of the rental period to identify breakages, scratches or any other defects of the bodywork, tires and/or windows. At this second inspection, both parties must identify any damage that was not apparent at the time of the initial inspection and sign an inspection report. At the request of either party, photographs will be taken and appended to the inspection report.

* Canada will take possession of the vehicle at the Contractor's site if Canada is responsible for delivery and at the designated user's site if the Contractor is responsible for delivery.

- (b) Throughout the rental period, each vehicle may be subjected to a more thorough inspection than that described in point (a) (eg: mechanical inspection) without prior notice by an authorized representative of the designated user. Such inspections will be chargeable to Canada. Pursuant to such inspection, Canada may require the Contractor to replace the leased vehicle if it deems (at its sole discretion) that the vehicle is inadequate for the task at hand or fails to meet the clauses and conditions of the Standing Offer.

6. Maintenance

Vehicle preventive maintenance (e.g. lubrication, oil changes, tune-ups, and so on) is at the contractor's expense throughout the lease period.

7. Pick up and Delivery

Unless otherwise specified in the call-up, where the Contractor is responsible for vehicle delivery, the vehicle must be delivered to the location specified by the designated user within a maximum of **24 hours** of issue of the call-up.

The Contractor will also be responsible for collecting the vehicle from the same location when it is no longer needed if the call-up indicates that pick-up service is required.

To facilitate the application of rates, it is agreed that any vehicle delivered at the identified user location by the contractor must also be picked up by the contractor. Similarly, any vehicle picked up by the identified user at the contractor's premises must be returned there by a identified user representative.

When the contractor drives to one of the identified users sites to drop off a rented vehicle and, at the same time, picks up another rented vehicle on the same site, that counts for a single trip and the identified user must **not be charged double**.

8. Registration

It must be the contractor's responsibility to ensure that all its vehicles are registered and insured for travel in all provinces of Canada.

9. Suppliers and Outlets

See Annex D, List of Suppliers and Outlets

The head office in the Annex D, List of Suppliers and Outlets is responsible for notifying all of its outlets of the rates, the clauses and conditions of the standing offer and is the official contact person with PWGSC to handle complaints.

10. Contact Persons - Communication language

The contact people identified in the ***Annex D, List of suppliers and outlets*** who are authorized to take call-ups from designated users must be able to communicate ***in French*** both oral and written.

11. Procedure in case of damage to vehicles self-insured by Canada (as lessee)

See Part 7, Section B, clauses 7.4.3 and 7.4.4 for the procedure that applies in the event of an accident to a vehicle self-insured by Canada (as lessee).

12. Procedure in case of mechanical failure

If a vehicle self-insured by Canada (as lessee) breaks down, Canada must make a written estimate of the repairs needed and will decide, in consultation with the Contractor (as lessor), where they are to be made. In addition, Canada, in consultation with the Contractor, must have a mechanical report made to determine whether the breakdown was caused by abnormal misuse of the vehicle or resulted from normal wear and tear.

13. Accidents or Mechanical Failure

- (a) If an accident or mechanical failure puts a leased vehicle out of service and Canada determines that a replacement vehicle is not needed, all rental charges must cease to apply as of the moment when the Contractor is informed that the vehicle is out of service.
- (b) If Canada is identified in the mechanical report as being responsible for the breakdown of a vehicle self-insured by Canada (as lessee) and the Contractor decides to have repairs made elsewhere than at the place agreed on with Canada and at a higher cost than in the estimate made, Canada will be required to pay only the lesser amount. Further, if the Contractor decides to have repairs made elsewhere than at the place agreed on with Canada, the Contractor will assume the cost of towing the vehicle to such alternative location.
- (c) Any claims for damage to vehicles leased by Canada (including boosting charges) must be at actual cost with no mark-up. This means no overhead, profit or other increment.

14. Contractor's Rental Contract

Canada's representative is strictly forbidden to sign any rental contract if such contract contains special clauses and conditions that change the scope of the Standing Offer. It is also strictly forbidden to solicit Canada's representative to sign any document waiving any clause or condition applicable to this Standing Offer.

15. Minimum Age of Drivers

Contractor must agree that any driver identified by the designated user who is age 21 or over and holds a driver's licence of Class DND-404 (or an equivalent licence issued by a Canadian provincial government) may drive leased vehicles.

Annex B - Basis of payment

1. Price calculation

Calculation of the rental amount begins on the date on which the delivery of the vehicle has been requested, not on the date on which the vehicle is delivered at the designated location. Calculation ends when the contractor has been notified that the vehicle is no longer needed.

If the vehicle is delivered late, calculation of the rental cost begins when the user takes possession and ends when the user notifies the contractor that the vehicle is no longer needed.

The contractor must take the following instructions into account depending on the rental period :

Rates	Definition
Daily	Price applicable for a period of 24 hours or less
Weekly	Price applicable for a period of 7 days
Monthly	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 shall be prorated, as follow :

Rates applicable for an incomplete period

Rental of less than seven (7) days , the lesser amount between
Number of days X Daily rate
OR
Weekly rate

Rental of less than one (1) month , the lesser amount between
Monthly rate
OR
[Number of weeks X Weekly rate] + [Number of days X Daily rate]

Rental of more than one (1) month
Number of period of 30 days X Monthly rate
PLUS
Number of days left X Daily rate OR Weekly rate (as applicable)

Ex.: If a rental lasting 108 days, it must be calculated as follows:

- **Monthly** rate X 3 month (for 90 days)
- **Weekly** rate X 2 weeks (for 14 days)
- **Daily** rate X 4 days (for 4 days)

= 108 days

2. Rates

- (a) All the rates in Annex C, Rate Table, include municipal taxes and, if applicable, administration expenses and **tire wear**.
- (b) **No** rates in Annex C, Rate Table, include federal, provincial and state sales taxes.
- (c) All of the rates in Annex C, Rate Table, include the air conditioning surcharge and vehicle registration costs.
- (d) All the rates in Annex C, Rate Table, include the surcharge for environmental costs.

3. Insurance

For information about which insurance should be included in the rates shown in *the Annex C, Rates Table*, please refer to the item 7.1 (*Assurance Table*) of Part 7B.