

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Vehicle Rentals	
Solicitation No. - N° de l'invitation W0134-16R003/A	Date 2015-06-24
Client Reference No. - N° de référence du client W0134-16R003	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-024-10470
File No. - N° de dossier EDM-5-38054 (024)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-07-10	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Tiet, Anthony	Buyer Id - Id de l'acheteur edm024
Telephone No. - N° de téléphone (780)497-3649 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE P.O.BOX 6550 STN FORCES COLD LAKE Alberta T9M2C6 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

Solicitation No. - N° de l'invitation

W0134-16R003/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-5-38054

Buyer ID - Id de l'acheteur

edm024

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

W0134-16R003

CCC No./N° CCC - FMS No/ N° VME

This page is intentionally left blank

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
PART 2 - OFFEROR INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF OFFERS	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS	7
2.5 APPLICABLE LAWS.....	7
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	8
3.1 OFFER PREPARATION INSTRUCTIONS.....	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION.....	10
PART 5 - CERTIFICATIONS.....	12
5.1 CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER	12
PART 6 - INSURANCE REQUIREMENTS	14
6.1 INSURANCE REQUIREMENTS	14
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	15
A. STANDING OFFER	15
7.1 OFFER.....	15
7.2 SECURITY REQUIREMENTS	15
7.3 STANDARD CLAUSES AND CONDITIONS.....	15
7.4 TERM OF STANDING OFFER	15
7.5. AUTHORITIES	16
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	17
7.7 IDENTIFIED USERS.....	17
7.8 CALL-UP PROCEDURES	17
7.9 CALL-UP INSTRUMENT	17
7.10 LIMITATION OF CALL-UPS	17
7.11 FINANCIAL LIMITATION.....	17
7.12 PRIORITY OF DOCUMENTS	18
7.13 CERTIFICATIONS	18
7.14 APPLICABLE LAWS.....	18
B. RESULTING CONTRACT CLAUSES	19
7.1 STATEMENT OF WORK.....	19
7.2 STANDARD CLAUSES AND CONDITIONS.....	19
7.3 TERM OF CONTRACT	19
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	19
7.5 PAYMENT	19
7.6 INVOICING INSTRUCTIONS	20

Solicitation No. - N° de l'invitation
W0134-16R003/A
Client Ref. No. - N° de réf. du client
W0134-16R003

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38054

Buyer ID - Id de l'acheteur
edm024
CCC No./N° CCC - FMS No./N° VME

7.8	SACC <i>MANUAL</i> CLAUSES	20
ANNEX "A"	21
	STATEMENT OF WORK	21
ANNEX "B"	25
	BASIS OF PAYMENT	25
ANNEX "C"	28
	INSURANCE REQUIREMENTS	28
ANNEX "D "	30
	STANDING OFFER USAGE REPORT	30

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements and the Standing Offer Usage Report.

1.2 Summary

A Regional Individual Standing Offer (RISO) is required for the provision of all labour, transportation, equipment, supervision, tools and materials necessary to provide short term (less than 6 months) passenger and cargo vehicle rentals as required for operational use by the Department of National Defence (DND), Canadian Forces Base (CFB) Cold Lake.

The Standing Offer will be from date of issue for a three year period.

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#) and [2007](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

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

The requirement is limited to Canadian goods and/or services.

Solicitation No. - N° de l'invitation
W0134-16R003/A
Client Ref. No. - N° de réf. du client
W0134-16R003

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38054

Buyer ID - Id de l'acheteur
edm024
CCC No./N° CCC - FMS No./N° VME

1.3 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

2.1 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 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 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.

2.3 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) 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.

2.5 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 Alberta.

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

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

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

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

Section II: Financial Offer

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

3.1.1 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.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Bidder must provide a unit price for all vehicle description identified in Annex "B", Basis of Payment.

4.1.2 Financial Evaluation

4.1.2.1 Calculation of Total Bid price

- a) The unit prices offered for line items 1, 2, 3, 4, 5, 6 and 7 will be multiplied by the estimated usages as shown. For line item 8, the percentage discount quoted will be applied to the estimated usage amount for that item. The resulting amounts for all line items for all years will be added together to obtain a total evaluated offer price.

SACC Manual Clause [M0220T](#) (2013-04-25), Evaluation of Price

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer(s) with the lowest evaluated price will be recommended for issuance of a standing offer.

It is Canada's intention to issue up to two (2) standing offers.

If more than one (1) responsive offers have been received, the Standing Offers will be issued as follows:

- (a) the first Standing Offer authorized for use, will be issued to the responsive Offeror whose total evaluated offer price is the lowest. Funding will be 70% of the total estimated expenditure.
- (b) the second Standing Offer authorized for use, will be issued to the responsive Offeror who has the second lowest evaluated offer price. Funding will be 30% of the total estimated expenditure.

Solicitation No. - N° de l'invitation
W0134-16R003/A
Client Ref. No. - N° de réf. du client
W0134-16R003

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38054

Buyer ID - Id de l'acheteur
edm024
CCC No./N° CCC - FMS No./N° VME

If only one (1) responsive offer is received, one standing offer will be authorized for use and will be funded at 100% of the total estimated expenditure.

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.

5.1 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.

5.1.1 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.

5.1.2 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.

5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Canadian Content Certification

5.1.3.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

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

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

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 There is no security requirement applicable to this Standing Offer.

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

7.3.1 General Conditions

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 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 "D". 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.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is three (3) years from date of Standing Offer issuance.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Anthony Tiet
Title: Student Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch

5th Floor, ATB Plaza North
10025 Jasper Ave
Edmonton, Alberta T5J1S6

Telephone: 780-497-3649
Facsimile: 780-497-3510
E-mail address: anthony.tiet@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.

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

7.6 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.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is authorized personnel from the Department of National Defence - Cold Lake, Cold Lake, Alberta.

7.8 Call-up Procedures

Proportional basis:

- a) Call-ups will be issued on a proportional basis such that the Offeror of the highest ranked standing offer receives the largest predetermined amount of the Work, the Offeror of the second highest ranked standing offer receives the second largest predetermined amount of the work, etc. This call-up procedure will be followed, unless an Offeror did not perform satisfactorily on previous call-ups and a decision has been made not to call upon them again or if they are unable to respond within the specified response time or provide the requisite service, then another Offeror may be contacted to perform the work.
- b) For each individual Call-Up, Offerors will be approached and considered using a Distribution System. This system will track all call-ups assigned to each contractor and will maintain a running total of the Value of Business Distributed. The system will contain for each Offeror an Ideal Business Distribution percentage which has been established as follows; 70% of the business for the top ranked Offeror and 30% for the 2nd ranked Offer. In the event fewer than two (2) Offers are successful, the work distribution will be modified in similar proportions. The Offeror who is furthest under the ideal amount of business that they should have received in relation to the other Offeror will be selected for the next call-up.
- c) The Offeror's estimated proportion based on Evaluation is: _____%

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942*.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 100,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2014-11-27), General Conditions - Goods (Medium Complexity)
- e) Annex "A", Statement of Work
- f) Annex "B", Basis of Payment
- g) Annex "C", Insurance Requirements
- h) Annex "D", Standing Offer Usage Report
- i) the Offeror's offer dated _____

7.13 Certifications

7.13.1 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.

7.13.3 SACC Manual Clauses

M3000C (2006-08-15), Price Lists
M3800C (2006-08-15), Estimates

7.14 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 Alberta.

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.

7.1 Statement of Work

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010A](#) (2014-11-27), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2014-11-27) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 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.

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$ (*as per the call-up document*). Customs duties are included and Applicable Taxes are extra.

7.5.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
H1000C (2008-05-12), Single Payment (for short term rentals - less than 4 weeks)
H1008C (2008-05-12), Monthly Payment (for long term rentals -greater than 4 weeks)

7.5.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

7.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the Call-up against a Standing Offer and any other documents as specified in the resulting Contract.

7.6.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. Each invoice must reflect the customer's Purchase Order (PO) number and a separate invoice must be submitted for each detail.

7.7 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

7.8 SACC Manual Clauses

A9006C (2012-07-16), Defence Contract
A9049C (2011-05-16), Vehicle Safety
A9062C (2011-05-16), Canadian Forces Site Regulations
B7500C (2006-06-16), Excessive Goods

ANNEX "A"

STATEMENT OF WORK

CARGO & PASSENGER VEHICLE RENTAL FOR OPERATIONAL USE

1. Requirement

A Regional Individual Standing Offer (RISO) is required for the provision of all labour, transportation, equipment, supervision, tools and materials necessary to provide short term (less than 6 months) passenger and cargo vehicle rentals as required for operational use by the Department of National Defence (DND), Canadian Forces Base (CFB) Cold Lake.

The Standing Offer will be from date of issue for a three year period.

The rental period may be daily, weekly or monthly. All rentals are for operational purposes and will be driven by DND Personnel only.

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

The vehicles rented may be used for towing purposes and may be driven on gravel roads and uneven terrain. Vehicles will be driven throughout Alberta and may be driven throughout Western Canada

Vehicles must not be more than two years old, having no more than 100,000 kilometers at time of call-up, in good repair and in clean condition.

The Offeror represents and warrants that:

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

DND WILL NOT SIGN THE OFFEROR'S RENTAL AGREEMENT, AS THE TERMS AND CONDITIONS OF THIS STANDING OFFER TAKE PRECEDENCE.

2. Title to Rented Motor Vehicle

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

3. Terms and Conditions

- When vehicles are required, DND will submit a 942 Call-up Against a Standing Offer form or electronic document to the Offeror. The call-up form or electronic document will describe the vehicles required and for what rental period (day(s), week(s), month(s)).
- DND will give:
 - 7 calendar days notice before the rental period start date to the Offeror when no more than 5 vehicles are required.

- 14 calendar days notice before the rental period start date to the Offeror when no more than 10 vehicles are required.
 - 21 calendar days notice before the rental period start date to the Offeror when no more than 15 vehicles are required.
 - 28 calendar days notice before the rental period start date to the Offeror when no more than 20 vehicles are required.
 - 60 calendar days notice before the rental period start date to the Offeror when between 20 – 40 vehicles are required.
 - 90 calendar days notice before the rental period start date to the Offeror when between 40 – 60 vehicles are required.
 - 120 calendar days notice before the rental period start date to the Offeror when more than 60 vehicles are required.
- If the amount of notice isn't given as stated above for the amount of vehicles requested, it will be the Offeror's decision to accept or reject the request due to not enough time given.
 - The Offeror must respond within 24 hours of receipt of a 942 Call-up Against a Standing Offer form or electronic document confirming receipt and the vehicles requested are available.
 - Any changes to the 942 Call-up Against a Standing Offer form or electronic document, need to be approved by the Project Authority in writing prior to the delivery of any vehicles.
 - If the vehicle type requested is not available an upgrade to a comparable vehicle, subject to the acceptance of Canada, may be provided at no extra charge until the vehicle type requested is available.
 - The Offeror is responsible for the vehicles' delivery and pick up from the DND location as indicated on the 942 Call-up Against a Standing Offer form or electronic document as provided.
 - The vehicles required must be available for use and at the DND location requesting the vehicles, 24 hours before the rental start date.
 - The vehicles must be picked-up by the Offeror within 48 hours of the rental end date.
 - Notice of cancellation will be made 7 calendar days prior to the rental period start date. If notice is given under 7 calendar days, a cancellation fee will apply.

4. Inspections

DND reserves the right to inspect the offered vehicle(s) prior to acceptance.

Prior to acceptance of the vehicle, DND and the Offeror, will inspect the vehicle(s) by completing a Vehicle Inspection Report reporting the condition of each vehicle. The Vehicle Inspection Report will be provided by the Offeror and will include but isn't limited to, odometer readings, damages, malfunctions, cracks in windshield, scratches in paint or interior, dents on the body, date/time of delivery, etc.. The Vehicle Inspection Report will be signed and dated by DND and the Offeror.

Upon return of the vehicle, DND and the Offeror will inspect the vehicle(s) along with reviewing the original Vehicle Inspection Report making sure no additional damages have occurred to the vehicle. Any additional damages will then be documented along with the odometer reading and the date/time of pick-up. Only the additional damage recorded upon return of the vehicle will be considered for compensation by Canada.

5. Maintenance

Full maintenance related to normal wear and tear as defined below will be the responsibility of the Offeror. The DND location renting the vehicle(s) will not make or cause to have made any maintenance without the consent of the Offeror.

The Offeror will be responsible for any scheduled servicing to be done to a vehicle as per the operators manual. The Offeror will supply another vehicle of the same type and size to the DND location indicated on the original 942 Call-up Against a Standing Offer form or electronic document, 48 hours prior to the scheduled service date/time. The Offeror will be responsible to pick-up/return the vehicle to DND, along with any costs associated to the servicing.

In cases when a vehicle breaks down, a replacement vehicle of the same type and size, must be provided within 48 hours of receipt of notification of break down. The replacement vehicle will be delivered to the DND location indicated on the original 942 Call-up Against a Standing Offer form or electronic document. If the Offeror decides to fix the vehicle through an affiliated agent, the Offeror will be responsible to get the vehicle to and from the affiliated agent location along with any costs associated with the repair.

Down time will be considered when computing the monthly charges for maintenance as required.

6. Normal Wear and Tear

The term "normal wear and tear" refers to the natural amount of deterioration, which can be expected over the term of the rental and include:

- tire wear, paint chips and minor scratches that do not extend to the base metal;
- all paint scratches and paint wear and minor dents to interior, top rails and tailgates of pick-up trucks;
- paint chips caused by stones thrown by the wheels of the vehicles;
- frayed or scratched emergency brake cables;
- interior wear and tear of vehicles not including holes, burns or tears of interior surfaces;
- interior wear of trucks including all paint scratches;
- tire wear and damage, provided that the tires meet provincial safety standards;

Removal of decals or signage and any resultant paint repairs are not considered normal wear and tear and will be chargeable as a repair.

7. Offeror / DND - Responsibilities

The Offeror's responsibilities will include:

- supply of vehicle with a full tank of fuel for each rental;
- vehicle licensing, permits or exemptions;
- full maintenance due to normal wear and tear;
- replacement of tires and tire repairs to provincial standards;
- provision of snow tires when requested;
- provisions of bulkheads separating cargo area from the driver/passenger area in all cargo vans.
- Delivery and Pick-up of the vehicles from the DND location as indicated on the 942 Call-up Against a Standing Offer form or electronic document as provided.

DND's responsibilities will include:

- the supply of fuel during the rental period;
- oil, fluids and lubricants required between regular changes;
- return to the Offeror, all vehicle parts replaced, including damaged or worn tires;
- return of vehicle with a full tank of fuel to Offeror;
- washing of vehicle before return to Offeror;
- flat tires when the vehicle is in use by DND.

8. Damages and Lost Time

DND is responsible for loss and damage to the vehicle supplied under a 942 Call-up Against a Standing Offer form or electronic document during the rental period if the loss and damage is not the result of normal wear and tear.

DND will obtain a written estimate for the repairs and, in consultation with the Offeror, decide where the repairs are to be performed. If the Offeror decides to have the damage repaired at a place of its choice and the cost of said repairs are higher than the estimate obtained, DND will only pay the lesser amount. 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.

Once the value of the repairs has been established and agreed to by DND, the Offeror will get the vehicle repaired. Invoices must include copies of the estimates and the actual repair invoices. Once the invoice has been received by DND, the invoice will be certified and processed according to Part B- Resulting Contract Clauses:

- Article 2. - Standard Clauses and Conditions, subarticle 2.1 General Conditions 2010C (2014-03-01) General Conditions – Services (Medium Complexity), subsection 10 – Invoice Submission and subsection 12 – Payment Period, and
- Article 5. - Invoicing Instructions.

If the vehicle has been damaged due to the negligence or carelessness of employees of Canada, lost time will be considered based on the daily rental rate and negotiated between the Standing Offer Authority, the Offeror and DND.

The Offeror must report all damages within 30 days after the end of the rental return. Damages must be reported on an inspection form and must be signed in agreement by both parties. In situations in which Canada is deemed at fault for the damages, damage invoices must arrive to the Project Authority no later than 30 days after the agreed upon repair.

9. Traffic Violations

DND will be responsible for all costs associated with Highway Traffic Act violations, parking infractions, toll fees, red light camera violations and impound fees.

All ticket fines will be processed by the Offeror. An invoice recovering these costs along with any administration fees will be forwarded to the applicable DND location for payment within two months of receipt of fine.

ANNEX "B"

BASIS OF PAYMENT

- Prices offered must be stated in Canadian dollars and remain firm for the duration of the Standing Offer;
- Prices are to include all delivery charges to and from the requested site;
- The rates offered must include: unlimited kilometer allowance and unlimited number of hours of operation
- GST is not to be included in the prices show but will be added to the invoice as a separate line item, if applicable;
- The make and model(s) applicable for each vehicle type is to be shown for each line item;
- The Offeror must provide pricing for all items and for all three (3) years.
- A percentage discount for miscellaneous passenger vehicle rentals must be provided otherwise it will be taken as zero (0);
- The most economical rental rate(s) will be applied for each rental period, taking into account the per kilometre rental rates, if applicable. Example – for a five day rental, if the weekly rental rate is less expensive than five times the daily rate, then the weekly rate will be applied;

The estimated usages are for reference and evaluation purposes only. Actual usages may vary from the amounts shown.

Standing Offer Year One:

Item	Vehicle Description	Make / Model Offered	Unit of Issue	Estimated Usages	Firm Rental Rate	Extended Price
1	Mini-van, 7 passenger		Day Week Month	4 4 40	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
2	Sport Utility Vehicle, 4x4, 5 passenger		Day Week Month	2 3 25	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
3	Pick-up Truck, 4x4, 1 ton, crew cab		Day Week Month	1 1 8	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
4	Pick-up Truck, 4x4, ¾ ton, extended cab		Day Week Month	10 10 120	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
5	Mid-size Car, 2 or 4 door, 5 passenger		Day Week Month	1 3 40	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
6	Cargo Van, 1 ton		Day Week Month	0 0 2	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
7	Cargo Van, 5 ton		Day Week Month	0 0 1	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
8	Miscellaneous Passenger Vehicle Rental: Passenger/cargo vehicles that are rented during the period of the Standing Offer not listed herein, will be charged in accordance with the Offeror's Rental Fleet Standard Rate, less a discount of.....		Year	\$5000	_____ %	\$ _____

Standing Offer Year Two:

Item	Vehicle Description	Make / Model Offered	Unit of Issue	Estimated Usages	Firm Rental Rate	Extended Price
1	Mini-van, 7 passenger		Day Week Month	4 4 40	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
2	Sport Utility Vehicle, 4x4, 5 passenger		Day Week Month	2 3 25	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
3	Pick-up Truck, 4x4, 1 ton, crew cab		Day Week Month	1 1 8	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
4	Pick-up Truck, 4x4, ¾ ton, extended cab		Day Week Month	10 10 120	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
5	Mid-size Car, 2 or 4 door, 5 passenger		Day Week	1 3	\$ _____ \$ _____	\$ _____ \$ _____

			Month	40	\$ _____	\$ _____
6	Cargo Van, 1 ton		Day	0	\$ _____	\$ _____
			Week	0	\$ _____	\$ _____
			Month	2	\$ _____	\$ _____
7	Cargo Van, 5 ton		Day	0	\$ _____	\$ _____
			Week	0	\$ _____	\$ _____
			Month	1	\$ _____	\$ _____
8	Miscellaneous Passenger Vehicle Rental: Passenger/cargo vehicles that are rented during the period of the Standing Offer not listed herein, will be charged in accordance with the Offeror's Rental Fleet Standard Rate, less a discount of.....		Year	\$5000	_____ %	\$ _____

Standing Offer Year Three:

Item	Vehicle Description	Make / Model Offered	Unit of Issue	Estimated Usages	Firm Rental Rate	Extended Price
1	Mini-van, 7 passenger		Day	4	\$ _____	\$ _____
			Week	4	\$ _____	\$ _____
			Month	40	\$ _____	\$ _____
2	Sport Utility Vehicle, 4x4, 5 passenger		Day	2	\$ _____	\$ _____
			Week	3	\$ _____	\$ _____
			Month	25	\$ _____	\$ _____
3	Pick-up Truck, 4x4, 1 ton, crew cab		Day	1	\$ _____	\$ _____
			Week	1	\$ _____	\$ _____
			Month	8	\$ _____	\$ _____
4	Pick-up Truck, 4x4, ¾ ton, extended cab		Day	10	\$ _____	\$ _____
			Week	10	\$ _____	\$ _____
			Month	120	\$ _____	\$ _____
5	Mid-size Car, 2 or 4 door, 5 passenger		Day	1	\$ _____	\$ _____
			Week	3	\$ _____	\$ _____
			Month	40	\$ _____	\$ _____
6	Cargo Van, 1 ton		Day	0	\$ _____	\$ _____
			Week	0	\$ _____	\$ _____
			Month	2	\$ _____	\$ _____
7	Cargo Van, 5 ton		Day	0	\$ _____	\$ _____
			Week	0	\$ _____	\$ _____
			Month	1	\$ _____	\$ _____
8	Miscellaneous Passenger Vehicle Rental: Passenger/cargo vehicles that are rented during the period of the Standing Offer not listed herein, will be charged in accordance with the Offeror's Rental Fleet Standard Rate, less a discount of.....		Year	\$5000	_____ %	\$ _____

ANNEX "C"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

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.

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.

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Automobile Liability Insurance

The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Short Term Lease

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

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.

Solicitation No. - N° de l'invitation
W0134-16R003/A
Client Ref. No. - N° de réf. du client
W0134-16R003

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38054

Buyer ID - Id de l'acheteur
edm024
CCC No./N° CCC - FMS No./N° VME

ANNEX "D "

STANDING OFFER USAGE REPORT

Return to:

ATTN: Anthony Tiet
Public Works and Government Services Canada – Edmonton, Acquisitions Branch
Facsimile: (780) 497-3510
Email: WST-PA-EDM@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

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.

Reporting Period: _____

Item	Call-up / Contract No. Description	Value of the Call-up / Contract	GST
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
(A) Total dollar value call-ups for this reporting period (including GST):			\$ _____
(B) Accumulated call-ups total to date (including GST):			\$ _____
(A+B) Total accumulated call-ups:			\$ _____

NIL REPORT: We have not done any business with Canada for this period [].

Prepared by:

Name:

Telephone:

Signature:

Date: