



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

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Bus Rentals	
<b>Solicitation No. - N° de l'invitation</b> W0113-16T001/B	<b>Date</b> 2016-04-07
<b>Client Reference No. - N° de référence du client</b> W0113-16T001	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-033-7096	
<b>File No. - N° de dossier</b> TOR-5-38198 (033)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-04-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Martin, Lesley	<b>Buyer Id - Id de l'acheteur</b> tor033
<b>Telephone No. - N° de téléphone</b> (905) 615-2069 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Base Transport Rentals Section 45 Maintenance Road - Bldg O-95 Borden Ontario L0M1C0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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

This bid solicitation cancels and supersedes previous bid solicitation number W0113-16T001/A with a closing of March 29, 2016 at 2:00pm. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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### **ANNEX A – STATEMENT OF WORK**

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## PART 1 - GENERAL INFORMATION

### 1.1 Statement of Work

The Work to be performed is detailed under Article 6.2 Statement of Work of the resulting contract clauses.

### 1.2 Debriefings

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

### 1.3 Trade Agreements

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

### 1.4 Canadian Content

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *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.

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

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

## 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid 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 Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder 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 - Bid Solicitation**

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

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

## **2.5 Applicable Laws**

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

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

# **PART 3 - BID PREPARATION INSTRUCTIONS**

## **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid ( 2 hard copies)  
Section II: Financial Bid ( 1 hard copies)  
Section III: Certifications ( 1 hard copies)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

- (b) use a numbering system that corresponds to the bid solicitation.

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

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

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

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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

Bidders must submit the certifications and additional information required under Part 5.

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

#### **4.1 Evaluation Procedures**

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

##### **4.1.1 Technical Evaluation**

###### **4.1.1.1 Mandatory Technical Criteria**

- M1.** The bidder must submit the age of each proposed vehicle

The age of each vehicle must be less than 2 years from the date of delivery as listed in Annex A, Table 1, Firm Requirement – Blackdown 2016

##### **4.1.2 Financial Evaluation**

###### **4.1.2.1 Mandatory Financial Criteria**

The bidder must submit with its bid pricing in accordance with Annex B – Basis of Payment, in Canadian funds.

Pricing must be provided for all line items for the firm requirement and optional requirements.

Bids will be evaluated based on the prices detailed in Annex B – Basis of Payment.

The price used in the evaluation will be the Total Evaluated Cost which is calculated as follows:

Total Evaluated Cost is the sum of Total Evaluated Price – Firm Requirement – Blackdown 2016, Total Evaluated Price – Optional Requirement - Blackdown 2017 and Total Evaluated Price – Optional Requirement-Blackdown 2018

Total Evaluated Price – Firm Requirement – Blackdown 2016 is the sum of Firm Extended Price.

Firm Extended Price is Quantity x Total Rental Days per Vehicle x Firm Daily Rate per Vehicle

Optional Requirements are calculated the same as the Firm Requirement

#### **4.1.2.2 SACC Manual Clause**

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection - Mandatory Technical Criteria**

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

## **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

### **5.1.1 Integrity Provisions – Declaration of Convicted Offences**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

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## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy, the Bidder, must provide the required documentation, as applicable.

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

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

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

**6.1.1** There is no security requirement applicable to this Contract.



## **6.2 Statement of Work**

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

## **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract 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.

### **6.3.1 General Conditions**

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to August 27, 2018 inclusive.

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

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

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

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Lesley Martin  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 33 City Centre Drive, Suite 480C  
Mississauga, Ontario L5B 2N5

Telephone: 905-615-2069  
Facsimile: 905-615-2060  
E-mail address: Lesley.Martin2@pwgsc.gc.ca

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

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W0113-16T001/B  
Client Ref. No. - N° de réf. du client  
W0113-16T001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-5-38198

Buyer ID - Id de l'acheteur  
TOR033  
CCC No./N° CCC - FMS No./N° VME

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### 6.5.2 Project Authority

*To be inserted at time of Contract Award*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 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.

## 6.7 Payment

### 6.7.1 Basis of Payment

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

### 6.7.2 Limitation of Price

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

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### 6.7.3 Monthly Payment

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

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

### 6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 6.9 Certifications and Additional Information

#### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 6.9.2 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification

### 6.10 Applicable Laws

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

### 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2015-09-03) General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- € Annex C, Insurance;
- (f) the Contractor's bid dated \_\_\_\_\_

## **6.13 SACC Manual Clauses**

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

## **6.14 Insurance – Specific 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

### **6.14.1 Vehicles – Long Term Lease**

G6001C (2008-05-12) Vehicles – Long Term Lease

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## **ANNEX A STATEMENT OF WORK**

### **1. Requirement**

The Department of national Defence (DND), Base Transport Rental Section requires the rental of six (6) 44 Passenger (Pax) School Buses and one (1) Dispatcher Radio as specified below, for Blackdown Summer Camp located at Canadian Forces Base (CFB) Borden.

Drivers for the school buses are not required

The Contractor must supply, deliver and pickup the rental school buses and dispatcher radio for various rental periods as specified herein.

These buses are in support of operations at the 2016 Blackdown Summer Camp for the Department of national Defence (DND), Base Transport, located at Canadian Forces base (CFB) Borden in Borden, Ontario. There is an optional requirement for Blackdown Summer Camp 2017 and 2018.

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

2.1 All vehicles must not exceed two (2) years of age from the date of delivery.

2.2 Communications Requirement (Dispatcher Radio)

- 2.2.1 The dispatcher radio must be a desk top style radio
- 2.2.2 The Contractor must supply their own tower for communications / radio systems with the base tower located at CFB Borden with a 50km radius
- 2.2.3 The vehicles must be equipped with two-way radios
- 2.2.4 The Contractor must ensure the availability of service (range) of the Dispatcher Radio

2.3 The Contractor must provide the type and number of vehicles during the specified period as required.

2.4 The area of operations for all vehicles rented must be within any province and territory of Canada and within the United States of America

2.5 The Contractor is responsible for supplying the vehicles, delivery, pickup and return of the vehicles, including for all warranty and scheduled maintenance services.

2.6 DND will be responsible for the supply of gasoline and/or diesel

2.7 The Contractor will be responsible for full maintenance, service and replacement of rental units in the event of a breakdown

2.8 The Contractor will provide telephone numbers which can be contacted during weekends or silent hours, should emergency repairs be required

2.9 Repair response must be within three (3) hours of time called, and replacement if vehicle is non-repairable must be supplied within a maximum of six (6) hours from original contact

2.10 Replaced vehicle(s) must be of comparable size and type

2.11 The Contractor is responsible for all warranty servicing. Warranty servicing means the supply of parts normally provided by the manufacturer's warranty, together with labour necessary to install such parts.

- 2.12 All vehicles must be safety certified to operate in the Province of Ontario
- 2.13 All vehicles must have no major/visible damage to exterior or interior components and be immaculately cleaned.
- 2.14 Vehicles supplied must not have excessive wear and tear. Acceptable wear and tear includes:
- Minor paint chips or scratches
  - Interior wear to vehicles, not including holes, burns or tears of interior surfaces
  - Tire wear appropriate to the in-service life and distance traveled
- 2.15 All vehicles must meet the minimum specifications below at Table 1 – Fleet Requirements for the specific vehicle type

**Table 1**

**Firm Requirement – Blackdown 2016**

Item #	Vehicle Type	Quantity	Delivery Date	Pickup Date
1	Dispatcher Radio	1	June 22, 2016	August 29, 2016
2	44 Pax School Bus	1	June 22, 2016	August 27, 2016
		1	June 22, 2016	August 29, 2016
		5	June 29, 2016	August 29, 2016

**Optional Requirement – Blackdown 2017**

Item #	Vehicle Type	Quantity	Delivery Date	Pickup Date
1	Dispatcher Radio	1	June 23, 2017	August 29, 2017
2	44 Pax School Bus	1	June 23, 2017	August 25, 2017
		1	June 23, 2017	August 29, 2017
		5	June 30, 2017	August 29, 2017

**Optional Requirement – Blackdown 2018**

Item #	Vehicle Type	Quantity	Delivery Date	Pickup Date
1	Dispatcher Radio	1	June 22, 2018	August 27, 2018
2	44 Pax School Bus	1	June 22, 2016	August 27, 2016
		1	June 22, 2016	August 29, 2016
		5	June 29, 2018	August 29, 2018

### 3. Licensing

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

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

#### 4. Insurance

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

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

If liability were to be found against the Canadian Forces, the judgment would be satisfied out of the consolidated federal fund. The Treasury Board of Canada policy on claims and Ex-Gratia payment also provides further verification of the self-insurance policy with regard to motor vehicle accidents / liability at the following website: [http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/TBM\\_142/claixgratpaym\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/TBM_142/claixgratpaym_e.asp)

#### 5. Delivery Conditions

- a) All vehicles must be delivered with a full tank of gas;
- b) All vehicles must be pre-serviced in the normal way for customer delivery;
- c) All vehicles must meet the provisions of the Canada Motor Vehicle Safety Act and the regulations there under, which were in effect on the date of manufacture of the vehicle;
- d) It is understood and agreed to by the Contractor that if a motor vehicle as described herein is not available, a substitute motor vehicle of equal or better value acceptable to DND will be provided by the Contractor at no additional charge; and
- e) All vehicles must meet the minimum specifications outlined in this document; Annex A – Statement of Work.

#### 6. Inspection of Acceptance / Return

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

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

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

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## 7. Claims for Loss, Damage and Repairs

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

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

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

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

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

When the damaged vehicle is released by the Base Transport MSE Safety NCO, the contractor will provide the Crown within three (3) working days from the day the vehicle has been released, a written estimate as to the cost of repair of the damage or replacement of the loss, to the Base Transport MSE Safety NCO. The Crown will be given the opportunity, if it so desires, to obtain its own estimates through a third party, in order to validate the contractor's estimate within two (2) working days from the day of receipt of the contractor's estimate.

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

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

## 8. Base Transport Compound Access

For delivery convenience, access to the Base Transport Compound located at Building O-95 at 45 Maintenance Road will be authorized for the contractor to deliver rental vehicles and keys to the Base Transport Rental NCO during any rental period. In order to be authorized to do so, the contractor must



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

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

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

Solicitation No. - N° de l'invitation  
W0113-16T001/B  
Client Ref. No. - N° de réf. du client  
W0113-16T001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-5-38198

Buyer ID - Id de l'acheteur  
TOR033  
CCC No./N° CCC - FMS No./N° VME

## ANNEX B BASIS OF PAYMENT

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

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

### Firm Requirement – Blackdown 2016

Item #	Vehicle Type	Quantity	Total Rental Days per Vehicle/Radio	Firm Daily Rate	Firm Extended Price
1	Dispatcher Radio	1	69	\$	\$
2	44 Pax School Bus	1	67	\$	\$
		1	69	\$	\$
		5	62	\$	\$

Total Evaluated Price – Firm Requirement-Blackdown 2016 \$ \_\_\_\_\_

### Optional Requirement – Blackdown 2017

Item #	Vehicle Type	Quantity	Total Rental Days per Vehicle/Radio	Firm Daily Rate	Firm Extended Price
1	Dispatcher Radio	1	68	\$	\$
2	44 Pax School Bus	1	64	\$	\$
		1	68	\$	\$
		5	61	\$	\$

Total Evaluated Price – Optional Requirement-Blackdown 2017 \$ \_\_\_\_\_

### Optional Requirement – Blackdown 2018

Item #	Vehicle Type	Quantity	Total Rental Days per Vehicle/Radio	Firm Daily Rate	Firm Extended Price
1	Dispatcher Radio	1	67	\$	\$
2	44 Pax School Bus	1	67	\$	\$
		1	69	\$	\$
		5	62	\$	\$

Total Evaluated Price – Optional Requirement-Blackdown 2018 \$ \_\_\_\_\_

TOTAL EVALUATED COST \$ \_\_\_\_\_

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## ANNEX C INSURANCE

### 1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

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**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**2. Automobile Liability Insurance**

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