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## 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 Security, Financial and 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, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### 1.2 Summary

This request for standing offers (RFSO) cancels and supersedes previous RFSO number [W0118-16TX01/A](#) dated [2016-04-04](#) with a closing of [2016-05-16](#) at [14:00 Central Daylight Time \(CDT\)](#).

A Regional Individual Standing Offer to provide the rental of various highway tractors, trucks and trailers for the Department of National Defence (DND) located at Canadian Forces Base (CFB) Shilo, Manitoba, as required. The rental may be daily, weekly, or monthly. All vehicles will be driven and operated by Federal Government personnel only. Vehicles can be driven across Canada and the United States of America. The period of the standing offer will be from **approximately July 25, 2016 to July 24, 2017 with two (2) additional, one (1) year option periods.**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### 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) (<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 \(2016-04-04\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

[M0019T \(2007-05-25\)](#) Firm Price and/or Rates

### 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 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than (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.

### 2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in [Manitoba](#).

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.

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## **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 (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

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

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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### 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.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

- a) Ability to perform the full scope of the work as described in Annex "A".
- b) Provision of firm pricing as per the instructions in Annex "B", Basis of Payment.

#### 4.1.2 Financial Evaluation Methodology

Offers will be evaluated on a lowest aggregate basis for the entire potential three (3) year term.

The lowest priced responsive offer will be recommended for issuance of a standing offer. This RFSO will allow for the possibility of awarding up to three (3) Standing Offers. One (1) standing offer for Section A - Tractors and up to two (2) standing offers for Section B - Trailers of Annex B based on like items.

The discount off regular published rental rates on vehicle types or equipment not specifically identified as per Section C is requested. If no discount is indicated, it will be assumed a 0% discount applies and the full \$3,000.00 estimate will be added to the evaluation total for that year.

#### 4.1.3 Financial Evaluation Calculation

The Financial portion of Annex B Tables B1, B2, and B3 will be evaluated as follows:

##### LEGEND

- a) A = Rental Rates (Daily/Weekly/Monthly)
- b) X = Estimated Usage of Kilometers (Daily/Weekly/Monthly)
- c) Y = Maximum Number of Free Kilometers Per Day/Week/Month
- d) Z = Overage Charge for Excess Kilometers
- e) B = Estimated Quantity (Daily/Weekly/Monthly)

IF:  $X > Y$  THEN

STEP 1:  $(X - Y) * Z = C$

STEP 2:  $(C + A) * B = \text{Evaluated Price}$

IF: X < Y THEN  
STEP 1: A \* B = Evaluated Price

#### 4.1.4 Evaluation of Price

SACC Manual Clause [M0220T \(2016-01-28\)](#), 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 with the lowest evaluated price will be recommended for issuance of a standing offer.

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

#### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

##### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-iff/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-iff/formulaire-form-eng.html>), to be given further consideration in the procurement process.

#### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

##### 5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).  
Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

## 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 Security Requirements

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

#### 6.3 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.

##### 6.3.1 General Conditions

[2005 \(2016-04-04\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 6.3.2 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: July 25 to September 31;
- 2nd quarter: October 1 to December 31;
- 3rd quarter: January 1 to March 31;
- 4th quarter: April 1 to July 24.

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The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from **approximately July 25, 2016 to July 24, 2017**.

### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2), one (1) year option periods** under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority (**30**) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **6.5. Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Mr. Ashley Loxton  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: 100-167 Lombard Avenue

Telephone: 204-510-9537

Facsimile: 204-983-7796

E-mail address: [ashley.loxton@pwgsc-tpsgc.gc.ca](mailto:ashley.loxton@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.

### **6.5.2 Project Authority**

The Project Authority for the Standing Offer is: **TBD**

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.

### **6.5.3 Offeror's Representative**

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

Title: \_\_\_\_\_

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Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

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

## 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **Department of National Defence Canadian Forces Base (CFB) Shilo, Shilo (Manitoba)**

## 6.7 Call-up Instrument

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

### 6.7.1 Delivery of Call ups

Delivery or pick-up **MUST** be made or available **within 24 hours notice** from receipt of a call-up.

The Best Delivery/Pick-up availability we can offer is \_\_\_\_\_ **hours** from receipt of a call-up on vehicles and equipment. Offerors indicating a delivery period in excess of the mandatory shall be deemed non-responsive.

For vendors with local agents and pickup depots within 30 Km's of Winnipeg or Brandon, all unit prices quoted in Annex B are to be **FOB Plant**.

For vendors with local agents and pickup depots outside of the 30 Km zone of Winnipeg or Brandon, all unit prices quoted in Annex B are to be **FOB Destination**.

## 6.8 Limitation of Call-ups

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

## 6.9 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ **TBD (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.

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## 6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005 \(2016-04-04\)](#), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A \(2016-04-04\)](#) 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 **TBD**.

## 6.11 Certifications

### 6.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

## 6.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in [Manitoba](#).

## 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.

### 6.1 Statement of Work

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

### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

[2010A \(2016-04-04\)](#), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section (16) Interest on Overdue Accounts, of [2010A \(2016-04-04\)](#), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

## 6.3 Term of Contract

### 6.3.1 Delivery Date

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

## 6.4 Payment

### 6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex "B" for a cost of \$ **TBD**. 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.

### 6.4.2 Limitation of Price

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

### 6.4.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

### 6.4.5 Payment by Credit Card

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

## 6.5 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
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.

## 6.6 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.

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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.

## **6.7 SACC Manual Clauses**

[A9062C](#) (2011-05-16) Canadian Forces Site Regulations

[B7500C](#) (2006-06-16) Excess Goods

[D5328C](#) (2014-06-26) Inspection and Acceptance

[M3000C](#) (2006-08-15) Price List

[D0018C](#) (2007-11-30) Delivery and Unloading

[A9006C](#) (2012-07-16) Defence Contract

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## ANNEX "A"

### STATEMENT OF WORK

#### 1.0 Requirements

A Regional Individual Standing Offer to provide the rental of various highway tractors, trucks and trailers for the Department of National Defence (DND) located at Canadian Forces Base (CFB) Shilo, Manitoba, as required. The rental may be daily, weekly, or monthly. All vehicles will be driven and operated by Federal Government personnel only. Vehicles can be driven across Canada and the United States of America. The period of the standing offer will be from **approximately July 25, 2016 to July 24, 2017 with two (2) additional, one (1) year option periods.**

Delivery or pick-up **MUST** be made or available **within 24 hours notice** from receipt of a call-up.

Vehicle rates and estimated usage are included in the Basis of Evaluation/Payment Schedules.

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

Cancellation of call-up can be made within 12 hours of time required.

UPON ISSUANCE OF A CALL-UP AGAINST A STANDING OFFER (FORM 942), CANADA RESERVES THE RIGHT TO NOT SIGN THE OFFEROR'S RENTAL AGREEMENT AS THE TERMS AND CONDITIONS OF THIS STANDING OFFER ARE TO TAKE PRECEDENCE.

#### 2.0 DEFINITIONS

**Operational Lease:** It is a lease where the benefits of ownership related to the lease property are retained by the lessor.

**Closed End Lease:** A type of lease where the lessee is not responsible for the value of a vehicle when the lease term ends.

**Normal Wear and Tear:** The Lessor is responsible for all wear and tear. For the purpose of this Standing Offer, wear and tear will include but not limited to:

- (1) Tire wear, paint chips and minor scratches that do not extend to the base metal,
- (2) All paint scratches and paint wear and minor dents to interior and top rails and tailgates of pickup trucks,
- (3) paint chips caused by stone thrown by the wheels of vehicles,
- (4) Frayed or stretched emergency brake cables,
- (5) Interior wear of vehicles not including holes, burns or tears of interior surfaces,
- (6) Interior wear of trucks including all paint scratches,
- (7) Tire wear and damage down to but not below provincial safety standards,
- (8) All original manufacturer's components of the vehicle must be in working condition,
- (9) Worn upholstery and salt stained carpeting,
- (10) Fix or replacement of cracked windshields. The windshield shall be replaced by the lessor if the operators vision remains impaired after attempted fix,
- (11) Changing the engine oil at intervals specified in the manufacturer's manual.

**Lessor/Lessee** – In this request for Standing Offer, the Offeror is sometimes referred to as the "Lessor" and the Department of National Defence is sometimes referred to as the "Lessee".

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### 3.0 Vehicle and Trailer Requirements

1. Vehicles and Trailers offered must be no more than five (5) years old, in good repair, in clean condition and with a full fuel tank(s) as applicable. Canada may refuse to accept the provision of any vehicle or trailer that is more than five (5) years old.

The Lessor will be responsible for all regular vehicle maintenance servicing, tire replacement and tire repair. Maintenance shall include labour, parts replacement and the servicing of all portions of the vehicle and trailer, including changing the engine oil and other lubricants and fluids at intervals specified in the manufacturers' manual. The lessor will replace tires blown or worn through normal driving and road hazard conditions. The lessor will be responsible for the repair of flats due to normal wear and tear. The lessee shall not make or cause to have made and maintenance without the consent of the lessor. The Technical Authority may refuse the provision of a Vehicle or Trailer if the tires are visibly worn in excess of the allowable Provincial Standard.

2. Each vehicle hire must include complete copies of the vehicle rental agreement and vehicle condition report.
3. In the case of a vehicle or trailer breakdown the offeror is required to replace or provide on-site repair within four (4) hours of notification within the local area with its own forces, or through affiliated agents when the vehicle is required to leave the area. The Offeror is to dispatch a licensed mechanic and mobile service unit to perform repairs unless the repairs cannot be performed on location.  
The licensed mechanic and mobile service unit must be dispatched and at the location within within four (4) hours notification of required service. If service cannot be performed within four (4) hours notification, the Offeror is to dispatch a replacement unit to the breakdown location immediately at no extra cost to the Crown. The Offeror will be responsible for all delivery, off-loading and all travel associated with providing a replacement unit. The replacement rental unit will be subject to the same Acceptance Inspection as if the replacement unit was being picked up at the Offeror's location.
4. When the vehicle or trailer is returned to/picked up by the supplier, DND must be provide with completed copies of the rental agreement showing odometer reading, date and time of return, and the vehicle condition report signed by both parties.
5. Rentals must be available by day, week, or month with upgrades due to unavailability of requested type at no extra charge.
6. The offeror is required to maintain insurance coverage on each vehicle in compliance with the minimum required by the province having jurisdiction.
7. Any conditions usually applied by the rental agency and listed in the Rental Agreement or Acceptance form will NOT supersede the terms and conditions of this RFSO or resulting standing offer and call-up document.

### 4.0 Inspection – Rental

- (1) Canada reserves the right to inspect the offered rental vehicle(s) and trailers.
- (2) At delivery or on return to the marshalling location, the vehicles will be inspected for damage by the Offeror and Canada simultaneously. Damage other than that of "normal wear and rear", incurred to the vehicle between these two inspections will be the responsibility of Canada.
- (3) The condition of each motor vehicle (damages, malfunction, loss and the like) discovered during the inspection shall be recorded on the Vehicle Inspection Report (to be provided by the Offeror)

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which shall be dated and signed by both parties, the Offeror and Canada. Only damage recorded on the report shall be considered for compensation by Canada.

#### **5.0 Vehicle compliance with Motor Vehicle Safety Act**

Each vehicle supplied must meet the provision of the Motor Vehicle Safety Act of Canada and the regulations thereunder that are in force on the date of its Manufacture.

#### **6.0 Special Rates**

If the Offeror offers lower rates at the time of reservation or pickup of the rented vehicle, other than those that are part of the Standing Offer, the lessee can and will take advantage of these rates however the Terms and Conditions of this standing offer will still apply.

#### **7.0 Availability of Rental Vehicle**

It is understood and agreed to by the Offeror that if a vehicle described herein is not available, a substitute vehicle of equal or better value acceptable to Canada will be provided by the Offeror at no additional charge.

#### **8.0 Vehicle Warranty**

The manufacturer's standard warranty shall apply for the rented vehicle.

#### **9.0 Title to Rented Vehicle**

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

#### **10.0 Quiet Enjoyment**

The Lessor represents and warrants that:

- a) It has full power and authority to rent the vehicle to Canada, and
- b) During the period of the rental of the vehicle, if Canada is not in default in carrying out any of Canada's obligations under the Standing Offer Agreement, Canada shall have unlimited use of the vehicle without disturbance from the Lessor, except when the Lessor is performing maintenance pursuant to the provisions of the Contract, and without disturbance by any person lawfully claiming by, through, or under the Lessor.

#### **11.0 Routine Maintenance and Repairs**

Maintenance and repairs associated with routine schedule maintenance of the rental units will be the responsibility of the Offeror and will be provided at no extra cost to the Crown.

The Offeror will be responsible for the replacement of tires covered by the tire manufacturer's normal warranty, and for the repair or replacement of tires damaged by road hazards and normal wear and tear. Replacement tires will be to original equipment specifications with the same life, standard and quality.

#### **12.0 Lessor/Lessee Responsibilities**

Unless otherwise stated herein, the following shall apply:

1. The Offeror/Lessor shall be responsible for:

- 
- (a) Delivery to the destination specified in the call-up.
  - (b) Pick up at the time of expiry or termination of the call-up.
  - (c) Pick up and return of the vehicle for servicing.
  - (d) Vehicle licensing, permits or exemptions.
  - (e) Full maintenance due to normal wear and tear.
  - (f) Replacement of tires and tire repairs.
  - (g) Provision of snow tires and chains when requested.
  - (h) Supply of another licensed vehicle of the same type and size or replace a specific vehicle when a unit is taken out of service for repairs for a period greater than twenty four (24) hours. Down time will be considered when computing the monthly charges.
2. The Consignee/Lessee shall be responsible for loss and damage to the vehicle supplied under a call up to this Standing Offer during the rental period if caused by the negligence or carelessness of employees of Canada and recorded to the extent that the loss or damage is not the result of an Act of God or normal wear and tear. In addition the Lessee is responsible for;
- (a) the supply of fuel
  - (b) oil if required between regular scheduled changes;
  - (c) washing;
  - (d) return to the Contractor, all vehicle parts replaced, including damaged or worn tires.
3. General:
- (a) Repair routing is to be given to the consignee on acceptance of vehicle. Authorization to proceed with repairs is to be obtained from the offeror. The cost of replacements which are made will be Credited to the consignee's account by the Contractor upon receipt by the Contractor of a paid invoice covering such replacement.
  - (b) Only the terms and conditions referenced in this document shall apply.

### Special Instructions

1. **Supplier's located areas of greater distance from CFB Shilo other than Brandon area are not advantageous due to cost, in vehicle usage and person hours, resulting from pick-up and return of vehicle(s), unless supplier can deliver to CFB Shilo.**
2. **A rate schedule based on a basic inclusive kilometer allowance and per kilometer overage charge is preferred.**

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## ANNEX "B"

### BASIS OF PAYMENT

The quantities provided below are provided for evaluation purposes only.

Insuring Rental Vehicles - The rental agency premium for collision damage waiver of deductible will not be paid by Canada.

The offeror must include pricing for like items in the option years. E.g. If an offeror submits pricing for 7 items in the initial term they must submit prices for those same items for the option periods in order to be deemed compliant.

Rates quoted must remain firm for the initial period of the Standing Offer. GST, if applicable, is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

Offerors are requested to provide submission of technical documentation (i.e. Company brochures, or written narrative etc.), that clearly demonstrates to the satisfaction of the evaluation team that the goods and services offered will meet the Mandatory Requirements Identified in Annex A.

**Please indicate if your bid is FOB Plant or FOB Destination as described in a) and b) below:**

- a) \_\_\_\_\_ For vendors with local agents and pickup depots within 30 Km's of WPG or Brandon all unit prices quoted in Annex B are to be **FOB Plant**.
- b) \_\_\_\_\_ For vendors with local agents and pickup depots outside of the 30 Km zone of WPG or Brandon all unit prices quoted in Annex B are to be **FOB Destination**.

### Mandatory Technical Criteria

**Offerors may bid on either Section A - Tractors, Section B - Trailers, or both.**

#### **(1.0) If bidding on Section A - Tractors "ONLY"**

To meet the mandatory the offeror must provide firm pricing for **All (6) items** listed in Section A – Tractors. The responsive offer with the lowest aggregate evaluated price is recommended for issuance of a Standing Offer.

#### **(2.0) If bidding on Section B – Trailers "ONLY"**

To meet the mandatory the offeror must provide firm pricing for **a minimum of (8) out of the eleven (11)** items listed in Section B - Trailers. The responsive offer with the lowest aggregate price (per line item), or (like items), is recommended for issuance of a Standing Offer.

#### **(3.0) If bidding on "BOTH" Section A - Tractors and Section B – Trailers**

To meet the mandatory the offeror must provide firm pricing on "BOTH" **(1.0)**, and **(2.0)** as stated above.

The discount off regular published rental rates on vehicle types or equipment not specifically identified as per Section C is requested. If no discount is indicated, it will be assumed a 0% discount applies and the full \$3,000.00 estimate will be added to the evaluation total for that year.

**TABLE B1**

**INITIAL PERIOD: Approximately July 25, 2016 to July 24, 2017  
FIRM UNIT PRICING, GST EXTRA.**

Item No.	Make & Model	Est'd Qty. (B)	Unit of Issue	Est'd Usage of Km (X)	Daily/Weekly /Monthly Rates (A)	Maximum Number of Free Kilometers (Y)	Overage Charge for Excess Kilometers (Z)
<b>SECTION A TRACTORS</b>							
1.	Highway Tractors Capable of use with all of the following trailers in Section B. Model Year 2012 or newer.	2	daily	1200	\$	_____ kms/day	\$_____/km
		2	weekly	2500	\$	_____ kms/week	
		1	monthly	2500	\$	_____ kms/month	
2.	5 Ton Stake and Van with/without Power Gates	2	daily	1500	\$	_____ kms/day	\$_____/km
		5	weekly	2500	\$	_____ kms/week	
		1	monthly	1500	\$	_____ kms/month	
3.	5 Ton Reefer Truck	4	daily	1000	\$	_____ kms/day	\$_____/km
		8	weekly	3000	\$	_____ kms/week	
		1	monthly	1000	\$	_____ kms/month	
4.	Refrigeration Charge for the 5 Ton Reefer Truck	250	Hours	n/a	\$ /Hourly	n/a	n/a
5.	3 ton Stake Truck	3	daily	400	\$	_____ kms/day	\$_____/km
		1	weekly	400	\$	_____ kms/week	
		1	monthly	2000	\$	_____ kms/month	
6.	Day Cab Tractor	2	daily	500	\$	_____ kms/day	\$_____/km
		2	weekly	900	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	

<b>SECTION B TRAILERS</b>							
1.	Flat Deck Highboy Trailer with a Tandem Axle 48' Spring Ride	2	daily	500	\$	_____ kms/day	\$_____/km
		1	weekly	1000	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	
2.	53' Flat Deck/Highboy Trailer with a Tri-Axle and Air Ride Suspension	2	daily	500	\$	_____ kms/day	\$_____/km
		2	weekly	1200	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	
3.	Single Drop/Stepdeck Trailer with a Tandem Axle and 48' Air Ride	1	daily	450	\$	_____ kms/day	\$_____/km
		1	weekly	550	\$	_____ kms/week	
		1	monthly	550	\$	_____ kms/month	
4.	53' Single Drop/Stepdeck Trailer with a Tri-Axle and Air Ride Suspension	16	daily	5000	\$	_____ kms/day	\$_____/km
		3	weekly	1200	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	
5.	53' Double Drop Tri-axle Trailer	2	daily	500	\$	_____ kms/day	\$_____/km
		1	weekly	600	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	
6.	48' Trombone Trailer	2	daily	400	\$	_____ kms/day	\$_____/km
		1	weekly	500	\$	_____ kms/week	
		1	monthly	500	\$	_____ kms/month	
7.	48' Van Trailers with 49" spread on a Tandem Axle and Air Ride suspension	2	daily	500	\$	_____ kms/day	\$_____/km
		1	weekly	500	\$	_____ kms/month	
		1	monthly	500	\$	_____ kms/month	
8.	53' Van Trailers with Tri-Axle and Air Ride suspension	15	daily	1500	\$	_____ kms/day	\$_____/km
		3	weekly	2500	\$	_____ kms/month	
		2	monthly	5000	\$	_____ kms/month	

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File No. - N° du dossier  
WPG-5-38272

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9.	Clam or Belly dump Trailer with a tandem axle and drop open from the middle bottom.	2	daily	400	\$	_____ kms/day	\$_____/km
		1	weekly	400	\$	_____ kms/month	
		1	monthly	400	\$	_____ kms/month	
10.	53' Van Reefer Trailer with a tandem axle.	25	daily	1500	\$	_____ kms/day	\$_____/km
		5	weekly	3000	\$	_____ kms/month	
		4	monthly	3500	\$	_____ kms/month	
11.	Hourly Charge for the 53' Reefer Van	750	Hours	n/a	\$ /Hourly	n/a	n/a

SECTION C MISCELLANEOUS ITEMS			
1.	Other MISCELLANEOUS RELATED ITEMS not listed above, that may be requested for rental will be charged at your current published rental guide less a _____% discount.	\$3K	\$

**TABLE B2**

**OPTION YEAR 1: Approximately July 25, 2017 to July 24, 2018  
FIRM UNIT PRICING, GST EXTRA.**

Item No.	Make & Model	Est'd Qty. (B)	Unit of Issue	Est'd Usage of Km (X)	Daily/Weekly /Monthly Rates (A)	Maximum Number of Free Kilometers (Y)	Overage Charge for Excess Kilometers (Z)
1.	Highway Tractors Capable of use with all of the following trailers in Section B. Model Year 2012 or newer.	2	daily	1200	\$	_____ kms/day	\$_____/km
		2	weekly	2500	\$	_____ kms/week	
		1	monthly	2500	\$	_____ kms/month	
2.	5 Ton Stake and Van with/without Power Gates	2	daily	1500	\$	_____ kms/day	\$_____/km
		5	weekly	2500	\$	_____ kms/week	
		1	monthly	1500	\$	_____ kms/month	

3.	5 Ton Reefer Truck	4	daily	1000	\$	_____ kms/day	\$_____/km
		8	weekly	3000	\$	_____ kms/week	
		1	monthly	1000	\$	_____ kms/month	
4.	Refrigeration Charge for the 5 Ton Reefer Truck	250	Hours	n/a	\$ /Hourly	n/a	n/a
5.	3 ton Stake Truck	3	daily	400	\$	_____ kms/day	\$_____/km
		1	weekly	400	\$	_____ kms/week	
		1	monthly	2000	\$	_____ kms/month	
6.	Day Cab Tractor	2	daily	500	\$	_____ kms/day	\$_____/km
		2	weekly	900	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	
<b>SECTION B TRAILERS</b>							
1.	Flat Deck Highboy Trailer with a Tandem Axle 48' Spring Ride	2	daily	500	\$	_____ kms/day	\$_____/km
		1	weekly	1000	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	
2.	53' Flat Deck/Highboy Trailer with a Tri-Axle and Air Ride Suspension	2	daily	500	\$	_____ kms/day	\$_____/km
		2	weekly	1200	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	
3.	Single Drop/Stepdeck Trailer with a Tandem Axle and 48' Air Ride	1	daily	450	\$	_____ kms/day	\$_____/km
		1	weekly	550	\$	_____ kms/week	
		1	monthly	550	\$	_____ kms/month	
4.	53' Single Drop/Stepdeck Trailer with a Tri-Axle and Air Ride	16	daily	5000	\$	_____ kms/day	\$_____/km
		3	weekly	1200	\$	_____ kms/week	

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	Suspension	1	monthly	1200	\$	_____ kms/month	
5.	53' Double Drop Tri-axle Trailer	2	daily	500	\$	_____ kms/day	\$_____/km
		1	weekly	600	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	
6.	48' Trombone Trailer	2	daily	400	\$	_____ kms/day	\$_____/km
		1	weekly	500	\$	_____ kms/week	
		1	monthly	500	\$	_____ kms/month	
7.	48' Van Trailers with 49" spread on a Tandem Axle and Air Ride suspension	2	daily	500	\$	_____ kms/day	\$_____/km
		1	weekly	500	\$	_____ kms/month	
		1	monthly	500	\$	_____ kms/month	
8.	53' Van Trailers with Tri-Axle and Air Ride suspension	15	daily	1500	\$	_____ kms/day	\$_____/km
		3	weekly	2500	\$	_____ kms/month	
		2	monthly	5000	\$	_____ kms/month	
9.	Clam or Belly dump Trailer with a tandem axle and drop open from the middle bottom.	2	daily	400	\$	_____ kms/day	\$_____/km
		1	weekly	400	\$	_____ kms/month	
		1	monthly	400	\$	_____ kms/month	
10.	53' Van Reefer Trailer with a tandem axle.	25	daily	1500	\$	_____ kms/day	\$_____/km
		5	weekly	3000	\$	_____ kms/month	
		4	monthly	3500	\$	_____ kms/month	
11.	Hourly Charge for the 53' Reefer Van	750	Hours	n/a	\$ /Hourly	n/a	n/a

**TABLE B3**

**OPTION YEAR 2: Approximately July 25, 2018 to July 24, 2019  
FIRM UNIT PRICING, GST EXTRA.**

Item No.	Make & Model	Est'd Qty. (B)	Unit of Issue	Est'd Usage of Km (X)	Daily/Weekly /Monthly Rates (A)	Maximum Number of Free Kilometers (Y)	Overage Charge for Excess Kilometers (Z)
<b>SECTION A TRACTORS</b>							
1.	Highway Tractors Capable of use with all of the following trailers in Section B. Model Year 2012 or newer.	2	daily	1200	\$	_____ kms/day	\$_____/km
		2	weekly	2500	\$	_____ kms/week	
		1	monthly	2500	\$	_____ kms/month	
2.	5 Ton Stake and Van with/without Power Gates	2	daily	1500	\$	_____ kms/day	\$_____/km
		5	weekly	2500	\$	_____ kms/week	
		1	monthly	1500	\$	_____ kms/month	
3.	5 Ton Reefer Truck	4	daily	1000	\$	_____ kms/day	\$_____/km
		8	weekly	3000	\$	_____ kms/week	
		1	monthly	1000	\$	_____ kms/month	
4.	Refrigeration Charge for the 5 Ton Reefer Truck	250	Hours	n/a	\$ /Hourly	n/a	n/a
5.	3 ton Stake Truck	3	daily	400	\$	_____ kms/day	\$_____/km
		1	weekly	400	\$	_____ kms/week	
		1	monthly	2000	\$	_____ kms/month	
6.	Day Cab Tractor	2	daily	500	\$	_____ kms/day	\$_____/km
		2	weekly	900	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	

<b>SECTION B TRAILERS</b>							
1.	Flat Deck Highboy Trailer with a Tandem Axle 48' Spring Ride	2	daily	500	\$	_____ kms/day	\$_____/km
		1	weekly	1000	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	
2.	53' Flat Deck/Highboy Trailer with a Tri-Axle and Air Ride Suspension	2	daily	500	\$	_____ kms/day	\$_____/km
		2	weekly	1200	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	
3.	Single Drop/Stepdeck Trailer with a Tandem Axle and 48' Air Ride	1	daily	450	\$	_____ kms/day	\$_____/km
		1	weekly	550	\$	_____ kms/week	
		1	monthly	550	\$	_____ kms/month	
4.	53' Single Drop/Stepdeck Trailer with a Tri-Axle and Air Ride Suspension	16	daily	5000	\$	_____ kms/day	\$_____/km
		3	weekly	1200	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	
5.	53' Double Drop Tri-axle Trailer	2	daily	500	\$	_____ kms/day	\$_____/km
		1	weekly	600	\$	_____ kms/week	
		1	monthly	1200	\$	_____ kms/month	
6.	48' Trombone Trailer	2	daily	400	\$	_____ kms/day	\$_____/km
		1	weekly	500	\$	_____ kms/week	
		1	monthly	500	\$	_____ kms/month	
7.	48' Van Trailers with 49" spread on a Tandem Axle and Air Ride suspension	2	daily	500	\$	_____ kms/day	\$_____/km
		1	weekly	500	\$	_____ kms/month	
		1	monthly	500	\$	_____ kms/month	
8.	53' Van Trailers with Tri-Axle and Air Ride	15	daily	1500	\$	_____ kms/day	\$_____/km
		3	weekly	2500	\$	_____ kms/month	

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WPG201  
CCC No./N° CCC - FMS No./N° VME

	suspension	2	monthly	5000	\$	_____ kms/month	
9.	Clam or Belly dump Trailer with a tandem axle and drop open from the middle bottom.	2	daily	400	\$	_____ kms/day	\$_____/km
		1	weekly	400	\$	_____ kms/month	
		1	monthly	400	\$	_____ kms/month	
10.	53' Van Reefer Trailer with a tandem axle.	25	daily	1500	\$	_____ kms/day	\$_____/km
		5	weekly	3000	\$	_____ kms/month	
		4	monthly	3500	\$	_____ kms/month	
11.	Hourly Charge for the 53' Reefer Van	750	Hours	n/a	\$ /Hourly	n/a	n/a

**TOTAL EVALUATED AMOUNT for CFB Shilo**

$$\begin{array}{ccccccc}
 \underline{\hspace{2cm}} & + & \underline{\hspace{2cm}} & + & \underline{\hspace{2cm}} & = & \underline{\hspace{2cm}} \\
 \text{TABLE B1 Total} & & \text{TABLE B2 Total} & & \text{TABLE B3 Total} & & \text{Aggregate Evaluated Total} \\
 & & \text{Option Year 1} & & \text{Option Year 2} & & \text{For CFB Shilo}
 \end{array}$$

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**ANNEX "C"**

**INSURANCE REQUIREMENTS**

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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - p. 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.

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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.

**The following clause Applies to Rentals of 30 days or less;**

**Automobile Liability Insurance G2020C (2014-03-01)**

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.
- (m) OPCF/SEF/QEF #44 or #44R - Family Protection Endorsement - Private Passenger Vehicles

**The following clause Applies to Rentals of 31 days or more;**

**Vehicle Long Term lease G6001C (2008-05-12)**

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

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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.

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**ANNEX "D" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);

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**ANNEX "E"**

**STANDING OFFER USAGE REPORT**

Return to:

Attention: Mr. Ashley Loxton  
Public Works and Government Services Canada  
Address: 100-167 Lombard Avenue  
Winnipeg, MB R3B 0T6  
Email: [ashley.loxton@pwgsc-tpsgc.gc.ca](mailto:ashley.loxton@pwgsc-tpsgc.gc.ca)

**REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES**

Supplier: \_\_\_\_\_

Standing Offer #: \_\_\_\_\_

Department or Agency: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

- 1st quarter: July 25 to September 31;
- 2nd quarter: October 1 to December 31;
- 3rd quarter: January 1 to March 31;
- 4th quarter: April 1 to July 24.

Item No.	Call-Up/contract No. (Including Amendments) Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

Prepared By: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_

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

Date: \_\_\_\_\_