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

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> Vehicle Rental Services	
<b>Solicitation No. - N° de l'invitation</b> W0113-17T006/A	<b>Date</b> 2017-10-24
<b>Client Reference No. - N° de référence du client</b> W0113-17T006	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-302-7389
<b>File No. - N° de dossier</b> TOR-7-40046 (302)	<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 2017-12-05</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Berends, Robert	<b>Buyer Id - Id de l'acheteur</b> tor302
<b>Telephone No. - N° de téléphone</b> (905)615-2465 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE BLDG O-102 RM 110 BORDEN Ontario L0M1C0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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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 and Additional Information: includes the certifications and additional information 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 Requirement, the Basis of Payment, and Insurance Requirements.

### **1.2 Summary**

The Department of National Defence, Canadian Forces Base (CFB) Borden requires the rental of various light vehicles. The period of the Standing Offer is for one year with 2 addition one year option periods.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### **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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### ***Definitions***

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;

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- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

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- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### **2.4 Enquiries - Request for Standing Offers**

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

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

#### **2.5 Applicable Laws**

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

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

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

Section I: Technical Offer (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.

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

Offerors must submit the certifications and additional information 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**

Offerers must provide the employee's name, telephone number and e-mail address for the following three categories:

- 1) Daytime contact;
- 2) After hours contact;
- 3) French speaking contact.

The same employee may be listed for multiple categories, if applicable.

#### **4.1.2 Financial Evaluation**

- 4.1.2.1 Bidders must submit a completed Annex B, Basis of Payment, with their bid at the time of solicitation closing.
- 4.1.2.2 The price used in the evaluation will be the aggregate of each line item total (estimated usage multiplied by the firm unit price) for the firm year and the 2 option years.
- 4.1.2.3 The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

- 4.2.1 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.

It is Canada's intention to issue three Standing Offers.

## **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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror 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 - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour/s) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

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## **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

### **5.2.3.1 Status and Availability of Resources**

SACC Manual clause M3020T (2016-01-28) Status of Availability of Resources – 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 Requirement at Annex A.

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to the 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>) issued by Public Works and Government Services Canada.

##### **6.3.1 General Conditions**

2005 (2017-06-21) 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 and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed below. Standing Offer Reporting. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must 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:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 12 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 January 1, 2018 to December 31, 2018 inclusive.

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#### **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 2 periods, from January 1, 2019 to December 31, 2019 and January 1, 2020 to December 31, 2020 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 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point specified at Annex A of the Standing Offer.

### **6.5 Authorities**

#### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Robert Berends  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
33 City Centre Drive, Suite 480C  
Mississauga, Ontario  
L5B 2N5  
Telephone: 905-615-2465  
E-mail address: [Robert.berends@pwgsc.gc.ca](mailto:Robert.berends@pwgsc.gc.ca)

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

#### **6.5.2 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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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 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, 4 Canadian Division Support Base (CDSB) Toronto.

## 6.8 Call-up Procedures

Call-ups must be made on a 'right of first refusal basis'. The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. Highest ranked will be determined for each category of vehicle with the lower price being higher ranked.

## 6.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The following form could be used which are available through PWGSC Forms Catalogue website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offeror
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

## 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services
- d) Annex A, Requirement;
- e) Annex B, Basis of Payment;
- f) Annex C, Insurance Requirements;
- g) the Offeror's offer dated \_\_\_\_\_.

## 6.12 Certifications and Additional Information

### 6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

### 6.12.2 Insurance

The Contractor must comply with the insurance requirements 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.

## 6.13 Applicable Laws

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

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## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **7.1 Requirement**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period of the Contract is in accordance with the call-up against the Standing Offer.

#### **7.3.2 Delivery Date**

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

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

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 B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

#### **7.5.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

### **7.5.3 Single Payment**

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

### **7.5.4 Electronic Payment of Invoices – Call-up**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### **7.6 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.

### **7.7 Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **ANNEX A**

### **REQUIREMENT**

#### **1.0 Scope**

##### **1.1 Objective**

The Department of National Defence, Canadian Forces Base (CFB) Borden, located in Borden, Ontario requires the periodic rental of various types of commercial vehicles to meet the daily transportation requirements for personnel and equipment.

##### **1.2 Background**

CFB Borden has numerous daily operational requirements that includes moving personnel, material and equipment. CFB Kingston Transport section current vehicle fleet is sometimes insufficient to handle the vehicle requests and requires the ability to periodically rent various types of commercial vehicles on an "as and when required" basis to satisfy daily requirement of vehicle requirements.

#### **2.0 Requirements**

##### **2.1 Requirements**

CFB Borden Transport section has a requirement for a one year Regional Individual Standing Offer (RISO) with an option for up to 2 one year extensions. The various types of Commercial Vehicles are identified 2.1.3 category list.

###### **2.1.2 Additional Requirements**

- a. All rental vehicles must be two (2) years or newer and will be subject to inspection by an authorized representative of LSS Transport section without notice. Costs of inspection will be covered by LSS Transport section.
- b. The Offeror must have a fleet of at least ten (10) rental vehicles at their business location offering commercial vehicle rental services within the Toronto geographic area.
- c. LSS Transport section will be responsible for the supply of gasoline and/or diesel for rental vehicle while in their possession.
- d. The Offeror will provide telephone numbers which can be contacted during weekends or silent hours, should emergency repairs be required.

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### 2.1.3 Category List

Vehicle Category	Examples of Vehicle Category	Rental Type
Mid Size Staff Car 4 Door, Wheel Base from 2.702 mm to 2.750 mm	Dodge Avenger, Chrysler 200, VW Jetta	Daily, Weekly, or Monthly
Full Size Staff Car 4 Door, Wheel Base below 2.751 mm to 2.870 mm	Hyundai Sonata, Ford Fusion, Nissan Altima	Daily, Weekly, or Monthly
Sport Utility Vehicles (SUV's) - Mid Size ( 2 or 4 Door )	Ford Escape, Chevrolet Equinox, Honda CRV	Daily, Weekly, or Monthly
Sport Utility Vehicles (SUV's) Large 4 Door - example of vehicles included in this section	Yukon, Tahoe, Explorer, Suburban	Daily, Weekly, or Monthly
Mini Van 7/8 Passenger, minimum Cargo Volume 170 Cubic Feet.	Dodge Grand Caravan	Daily, Weekly, or Monthly
Pickup Truck - Regular Cab 1600 Lbs Nominal Payload with Air Conditioning, Cap (Box Topper) and Recessed Hitch	Silverado, Ford F150, Dodge Ram 1500	Daily, Weekly, or Monthly
Pickup Truck - Crew Cab 1600 Lbs Nominal Payload with Air Conditioning, Cap (Box Topper)	Silverado, Ford F250, Dodge Ram 2500	Daily, Weekly, or Monthly
Pickup Truck - Crew Cab 1600 Lbs Nominal Payload with Air Conditioning, Cap (Box Topper) and Recessed Hitch	Silverado, Ford F250, Dodge Ram 2500	Daily, Weekly, or Monthly
Cube Truck 16' Diesel Entry door from cab into cargo area, dual wheels	Ford E450	Daily, Weekly, or Monthly
Cargo van -T80 with a nominal payload of 3,200lbs	Ford Transit, Chevrolet Express	Daily, Weekly, or Monthly
12 Passenger Van	Econo 1500 12 Passenger	Daily, Weekly, or Monthly
Misc Service	Collision Waiver Insurance with \$0 deductible, Pick Up Charge, Drop- Off Charge, OVERTIME CHARGE on all vehicles retained by the Identified User.	NA

### 2.2 Delivery and Pickup

- a. Rental vehicles must be picked up and delivered by the Contractor to DND.
- b. The Contractor must provide delivery and pickup of rental vehicles to specified locations in Borden.
- c. In an emergency, rental vehicles must be picked up or delivered within 2 hours from receipt of call-up.
- d. Delivery for regular requirements must be made within 1 working day from receipt of call-up.

### **2.3 Delivery Conditions**

LSS Transport Section reserves the right to inspect the offered rental vehicles on delivery to determine that they meet the minimum requirements as listed in 2.1.3 Category List.

- a. All rental vehicles must be delivered with a full tank of gas;
- b. All rental vehicles must meet the provision of the Canada Motor Vehicle Safety Act and the regulations there under, which were in effect on the date of manufacture of the vehicle.

### **2.4 ETR Toll, Video Toll and Associated Administrative Charges**

In accordance with Section 261 (1) (2) Part V of the National Defence Act (NDA), no duties or tolls, otherwise payable by law in respect of the use of any pier, wharf, quay, landing-place, highway, road, right-of-way, bridge or canal, shall be paid by or demanded from any unit or other element of the Canadian Forces or any officer or non-commissioned 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 or vessels other than those belonging to or in the service of the Her Majesty. The exemption applies to all ETR toll, video toll, parking meter fees, parking tickets and associated administrative charge for any rented/leased vehicle by LSS Transport section.

### **2.5 Licensing**

All rental vehicles must be properly licensed by the Public Vehicles Act and the applicable Regulations and Acts governing the public transportation of rental/leased vehicles.

Drivers will be military or civilian personnel in possession of a valid military DND 404 (National Defence Driver Licence) and civilian driver licence 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.

### **2.6 Inspection of Acceptance and Return**

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

It is the responsibility of the Crown to ensure that the rental vehicle's gas/diesel tank is full upon return. If the returned vehicle is not full of gasoline/diesel, the Offeror 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 of the gasoline/diesel. If the Offeror has its own gasoline/diesel pumps, the quantity of the refill must be indicated on the invoice and price of fuel will be of a comparable rate within the Toronto geographical area.

### **2.7 Maintenance**

Full maintenance related to normal wear and tear will be the responsibility of the Offeror. The Offeror will be responsible for any scheduled servicing to be done to a rental vehicle as per the operator's manual. If required, the Offeror will provide another rental vehicle of the same type and size to replace the rental vehicle requiring maintenance. This swap is to occur at the LSS Transport section location. The Offeror will be responsible for picking-up and returning the rental vehicle to LSS Transport section.

## **2.8 Damages and Repairs**

In the event that a rental vehicle is returned with damages, no repairs are to be done until such time as the damages have been verified by the Canadian Forces Support Unit Operations (CFSUO) and LSS Maintenance personnel, and that repair work has been approved. If repairs are done without the approval of the CFSUO and LSS Maintenance personnel, reimbursement of such repairs may be denied.

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 Offeror and at no cost to the Crown. The Offeror 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 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 vehicle that may damage glass or lenses to be strictly road hazard and part of the normal wear and tear of operating a vehicle.

## **2.9 Vehicle Mechanical Breakdown**

In the event that a rental vehicle mechanically breaks down, it must be replaced promptly with a similar rental vehicle upon notification of the breakdown. If it cannot be replaced promptly with a similar rental vehicle, the Offeror will upgrade, at the same rate as the reserved rental vehicle, to the next available category; or provide a similar rental vehicle from another rental agency at the same rate as that of the reserved vehicle. The replacement rental vehicle will be delivered to the location of the breakdown rental vehicle. All costs incurred due to a rental vehicle breakdown will be paid by the Offeror/Rental Company.

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## **ANNEX B**

### **BASIS OF PAYMENT**

See attached.

## **ANNEX C**

### **INSURANCE REQUIREMENTS**

#### **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.

#### **Vehicles - Long Term Lease**

1. The Contractor must not insure the risks to Canada arising from the use or operation of vehicles leased by Canada on a long-term basis (over 30 days) except where Provincial law makes it mandatory for the Contractor to insure any leased vehicles. Where Provincial law makes it mandatory to insure a leased vehicle, the Contractor must obtain insurance coverage in respect of the vehicle supplied under the lease, and a copy or evidence of such insurance is to be provided to Canada.

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2. Canada may decide not to purchase Collision, All Perils or Comprehensive insurance. The option that must be chosen by Canada when renting a vehicle must depend on the applicable Treasury Board Risk Management Policy.
  3. In the event of an accident that is self-insured by Canada (as Lessee), Canada must obtain a written estimate for the repairs and, in consultation with the Contractor (as Lessor), must decide where the repairs are to be performed. If the Contractor decides to have the damage repaired at another place and the cost of said repairs is higher than the estimate obtained by Canada, Canada must only pay the lesser amount. Further, if the Contractor decides that the vehicle is to be repaired at a place other than the place Canada chooses, the Contractor must be responsible to pay transport costs of the vehicle to the alternate location.
  4. When a rental vehicle is in a disabling accident, all rental charges must cease on said vehicle.

### **Short Term Lease**

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

## ANNEX B

### BASIS OF PAYMENT

#### 1. Price Calculation

Calculation of the rental amount begins on the date and time on which the vehicle is delivered at the designated location. Calculation ends when the Offeror has been notified that the vehicle is no longer needed.

All rates are to include administration fees and tire management fees (wear, winter tires, summer tires, etc.)

All rates include the air conditioning surcharge and vehicle licensing fees.

All rates include unlimited mileage.

All rates do not include applicable taxes and will be shown as a separate item on each invoice.

All rates are firm rates in Canadian Funds.

#### 2. Prices for incomplete periods will be prorated, as follows:

Rates will be applied for incomplete periods by prorating.

For example:

##### Rental of less than one (1) Month

Number of weeks X weekly rate + lesser of the following (number of additional days x daily rate) or (weekly rate)

##### Rental of more than one (1) Month

Number of months X monthly rate + (monthly rate/30) X number of additional days

**Annex "B"**  
**Basis of Payment**

**CFB Bordon**

Definitions:  
 Daily Rate Is a consecutive twenty-four (24) hour period  
 Weekly Rate Is a consecutive seven (7) day period  
 Monthly Rate Is a consecutive thirty (30) day period

Year 1 01 January 2018 to 31 December 2018  
 Option 1 Year 2 01 January 2019 to 31 December 2019  
 Option 2 Year 3 01 January 2020 to 31 December 2020

Mid Size Staff Car 4 Door, Wheel Base from 2.702 mm to 2.750 mm - examples of vehicles in this section ( Dodge Avenger, Chrysler 200, VW Jetta )

ITEM	REQUIREMENT	EST USAGE	Unit of Issue	Year 1 Firm Price	Option 1 Year 2 Firm Price	Option 2 Year 3 Firm Price
A.1.1	Unlimited Km	283	day	\$ _____	\$ _____	\$ _____
A.1.2	Unlimited Km	36	week	\$ _____	\$ _____	\$ _____
A.1.3	Unlimited Km	18	month	\$ _____	\$ _____	\$ _____

Full Size Staff Car 4 Door, Wheel Base below 2.751 mm to 2.870 mm - example of vehicles in this section ( Hyundai Sonata, Ford Fusion, Nissan Altima)

ITEM	REQUIREMENT	EST USAGE	Unit of Issue	Year 1 Firm Price	Option 1 Year 2 Firm Price	Option 2 Year 3 Firm Price
A.2.1	Unlimited Km	82	day	\$ _____	\$ _____	\$ _____
A.2.2	Unlimited Km	12	week	\$ _____	\$ _____	\$ _____
A.2.3	Unlimited Km	8	month	\$ _____	\$ _____	\$ _____

Sport Utility Vehicles (SUV's) - Mid Size ( 2 or 4 Door ) - example of vehicles included in this section ( Ford Escape, Chevrolet Equinox, Honda CRV)

ITEM	REQUIREMENT	EST USAGE	Unit of Issue	Year 1 Firm Price	Option 1 Year 2 Firm Price	Option 2 Year 3 Firm Price
A.3.1	Unlimited Km	166	day	\$ _____	\$ _____	\$ _____
A.3.2	Unlimited Km	39	week	\$ _____	\$ _____	\$ _____
A.3.3	Unlimited Km	17	Month	\$ _____	\$ _____	\$ _____

Sport Utility Vehicles (SUV's) Large 4 Door - example of vehicles included in this section ( Yukon, Tahoe, Explorer, Suburban )

ITEM	REQUIREMENT	EST USAGE	Unit of Issue	Year 1 Firm Price	Option 1 Year 2 Firm Price	Option 2 Year 3 Firm Price
A.4.1	Unlimited Km	166	day	\$ _____	\$ _____	\$ _____
A.4.2	Unlimited Km	39	week	\$ _____	\$ _____	\$ _____
A.4.3	Unlimited Km	17	Month	\$ _____	\$ _____	\$ _____

Mint Van 7/8 Passenger, not larger vehicle with seats removed, minimum Cargo Volume 170 Cubic Feet.

ITEM	REQUIREMENT	EST USAGE	Unit of Issue	Year 1 Firm Price	Option 1 Year 2 Firm Price	Option 2 Year 3 Firm Price
A.5.1	Unlimited Km	493	day	\$ _____	\$ _____	\$ _____
A.5.2	Unlimited Km	115	week	\$ _____	\$ _____	\$ _____
A.5.3	Unlimited Km	101	Month	\$ _____	\$ _____	\$ _____

Pickup Truck - Regular Cab 1600 Lbs Nominal Payload with Air Conditioning, Box Topper and Recessed Hitch ( Silverado, Dodge Ram 1500, Ford F150)

ITEM	REQUIREMENT	EST USAGE	Unit of Issue	Year 1 Firm Price	Option 1 Year 2 Firm Price	Option 2 Year 3 Firm Price
A.6.1	Unlimited Km	220	day	\$ _____	\$ _____	\$ _____
A.6.2	Unlimited Km	43	week	\$ _____	\$ _____	\$ _____
A.6.3	Unlimited Km	19	month	\$ _____	\$ _____	\$ _____

Pickup Truck - Crew Cab 1600 Lbs Nominal Payload with Air Conditioning, Box Topper (Silverado, Ford F250, Dodge Ram 2500)

A.7.1	Unlimited Km	210	day	\$ _____	\$ _____
A.7.2	Unlimited Km	43	week	\$ _____	\$ _____
A.7.3	Unlimited Km	17	month	\$ _____	\$ _____

Pickup Truck - Crew Cab 1600 Lbs Nominal Payload with Air Conditioning, Box Topper and Recessed Hitch (Silverado, Ford F250, Dodge Ram 2500)

A.8.1	Unlimited Km	570	day	\$ _____	\$ _____
A.8.2	Unlimited Km	43	week	\$ _____	\$ _____
A.8.3	Unlimited Km	40	month	\$ _____	\$ _____

Cube Truck 16' Diesel Entry door from cab into cargo area, dual wheels

A.9.1	Unlimited Km	257	day	\$ _____	\$ _____
A.9.2	Unlimited Km	28	week	\$ _____	\$ _____
A.9.3	Unlimited Km	6	month	\$ _____	\$ _____

Cargo van -T80 with a nominal payload of 3,200lbs

A.10.1	Unlimited km	44	day	\$ _____	\$ _____
A.10.2	Unlimited Km	3	week	\$ _____	\$ _____
A.10.3	Unlimited Km	1	month	\$ _____	\$ _____

OVERTIME CHARGE on all vehicles retained by the Identified User.

Over 24 hours, \$ \_\_\_\_\_ per hour up to a maximum of one day.