



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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

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

Title - Sujet Vehicle Rental Blackdown	
Solicitation No. - N° de l'invitation W0113-17T001/A	Date 2019-01-31
Client Reference No. - N° de référence du client W0113-17T001	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-302-7726	
File No. - N° de dossier TOR-8-41167 (302)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-03-18	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Berends, Robert	Buyer Id - Id de l'acheteur tor302
Telephone No. - N° de téléphone (905) 615-2465 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE MLS Transport - Rental NCO 45 Maintenance Road, Building O-95 CFB Borden Borden Ontario L0M1C0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under Article 6.1 of the resulting contract clauses.

1.2 Debriefings

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

1.3 Trade Agreements

The requirement is subject to the Canadian Free Trade Agreement (CFTA).

1.4 Canadian Content

The requirement is limited to Canadian services.

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

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

Courier/Post: Bid Receiving Unit – PWGSC Ontario Region
33 City Center Drive, Suite 480C
Mississauga ON L5B 2N5

epost: TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

(Bids will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions)

Bid Fax: 905-615-2095

2.3 Former Public Servant

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

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian

Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

-
- d. amount of lump sum payment;
 - e. rate of pay on which lump sum payment is based;
 - f. period of lump sum payment including start date, end date and number of weeks;
 - g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

Section I: Financial Bid
Section II: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Financial Bid (1 hard copy)

Section II: Certifications (1 hard copy)

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section II: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Mandatory Financial Evaluation

Bidders must submit their financial bid in accordance with Annex "B" - Basis of Payment.
Applicable Taxes are extra and must be shown separately.

The price used in the evaluation will be the total of all the items (i.e. the extended price for all the items for all 3 years).

SACC Manual Clause A0220T (2014-06-26) Evaluation of Price

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Precedent to Contract Award

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

5.1.1 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide rental vehicles in accordance with the Statement of Work at Annex A.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2018-06-21) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to October 31, 2021 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before the required dates indicated in Annex A, Statement of Work.

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.4 Delivery Points

Delivery of the vehicles will be made to delivery point:

Canadian Forces Base Borden
MLS Transport – Rental NCO
45 Maintenance Road, Building O-95
Borden, Ontario
L0M 1C0

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract 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

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

6.5.2 Project Authority

The Project Authority for the Contract is:

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

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

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

6.5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6.6 Payment

6.6.1 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 for a cost of \$ _____. 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

6.6.2 Monthly Payment

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

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

6.6.3 Electronic Payment of Invoices – Contract

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

See Annex C.

6.7 Invoicing Instructions

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

-
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

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 Articles of Agreement;
- (b) the general conditions 2010C (2018-06-21) General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Insurance Requirements;
- (f) the Contractor's bid dated _____.

6.11 SACC Manual Clauses

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

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

6.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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

STATEMENT OF WORK

1. Requirement

The Contractor must supply, deliver and pickup various types of rental passenger vehicles for various rental periods as specified herein.

These vehicles are in support of operations at the 2019 Blackdown Summer Camp for the Department of National Defence (DND), Base Transport, located at Canadian Forces base (CFB) Borden in Borden, Ontario. There is an optional requirement for Blackdown Summer Camp 2020 and 2021.

2. Details of Requirement

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

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

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

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

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

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

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

2.8 Repair response must be within three (3) hours of time called, and replacement if vehicle is nonrepairable must be supplied within a maximum of six (6) hours from original contact.

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

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

2.11 All vehicles must be safety certified to operate in the Province of Ontario.

2.12 All vehicles must have no major/visible damage to exterior or interior components and be immaculately cleaned.

2.13 Vehicles supplied must not have excessive wear and tear. Acceptable wear and tear includes:

- Minor paint chips or scratches
- Interior wear to vehicles, not including holes, burns or tears of interior surfaces
- Tire wear appropriate to the in-service life and distance traveled

2.14 All vehicles must meet the minimum specifications in Annex B, Basis of Payment.

3. Licensing

The Contractor must have all vehicles properly licensed by the Public Vehicles Act and the Regulations there under and all Acts governing the public transportation of rental / leased vehicles. Drivers will be military and/or civilian personnel licensed with a DND 404 (National Defence Driver License) in accordance with interim A-LM-158-005/AG-001, Chap 5, Section 5.1, para 5.1.07 (b) and Transportation Directive TD 513.

4. Insurance

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

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

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

5. Delivery Conditions

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

6. Inspection of Acceptance / Return

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

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

If the returned vehicle is not full of gasoline / diesel, the contractor is authorized to include on the invoice the cost of gasoline / diesel incurred, but will attach the original copy of receipt for such purchase with the

rental invoice. Failure to provide the gas station receipt will result in a no payment for the gasoline / diesel. If supplier has its own POL pump, quantity will be indicated on the invoice and price of gasoline / diesel will be of comparable rate within geographical area of CFB Borden and Barrie, Ontario.

7. Claims for Loss, Damage and Repairs

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

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

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

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

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

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

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

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

8. Base Transport Compound Access

For delivery convenience, access to the Base Transport Compound located at Building O-95 at 45 Maintenance Road will be authorized for the contractor to deliver rental vehicles and keys to the Base Transport Rental NCO during any rental period. In order to be authorized to do so, the contractor must submit a single request in writing to the Base Transport Officer at the beginning of this Contract, for the duration of the Contract until the next rental call-up. However, the contractor acknowledges that the Crown will not be held liable for any damages resulting from a collision with another vehicle operated by

the Crown that includes the requirement of a Base Transport representative to move the rental vehicle within the boundaries / confines of the Base Transport compound. In addition, the contractor acknowledges that the Crown will not be held liable for any damages that occur under similar circumstances involving road hazards, snow removal vehicles or theft during any operational activities of the Department of National Defence. The contractor will be responsible to ensure that the vehicle is fully insured and licensed. In the event that a vehicle was left within the boundaries of the compound by the contractor where it has caused damage to any property owned by the Crown or its vehicles/equipment, the contractor will be held fully responsible for those damages and the cost of repairs.

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

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

ANNEX B

BASIS OF PAYMENT

The firm daily rate per vehicle includes delivery and pick-up charges and unlimited kilometer allowance per vehicle. The firm daily rate must include all excess fees normally charged. For example – Canadian Fuel Conservation Tax (CFCT), Tax for Fuel Conservation (TFFC), Vehicle License/Air Tax Recovery Fee (VLATR), Vehicle License Fee (VLF).

A) Firm Requirement – Blackdown 2019

Item Number	Vehicle Type	Quantity	Start Date	Total Rental Days per Vehicle	Firm Daily Rate per Vehicle	Firm Extended Price (Quantity X Days X Rate)
1	Full size staff car	1	June 4, 2019	88	\$ _____	\$ _____
2	Mid size statff car	1	June 24, 2019	53	\$ _____	\$ _____
3	Panel Van Extended	1	June 4, 2019	88	\$ _____	\$ _____
4	Panel Van	1	June 4, 2019	116	\$ _____	\$ _____
5	7 Pax Van	1	June 4, 2019	88	\$ _____	\$ _____
6	7 Pax Van	8	June 24, 2019	60	\$ _____	\$ _____
7	7 Pax Van	4	June 24, 2019	53	\$ _____	\$ _____
8	¾ Ton Crew Cab	1	May 21, 2019	101	\$ _____	\$ _____
9	Cube Van	1	June 4, 2019	88	\$ _____	\$ _____
10	Cube Van	6	June 24, 2019	60	\$ _____	\$ _____
11	Cube Van	1	June 24, 2019	53	\$ _____	\$ _____
12	¾ Ton Crew Cab with tow package	3	June 24, 2019	60	\$ _____	\$ _____
13	¾ Ton Crew Cab with tow package and electric brakes	1	June 24, 2019	61	\$ _____	\$ _____
14	¾ Ton Crew Cab	7	June 24, 2019	60	\$ _____	\$ _____

Solicitation No. - N° de l'invitation
W0113-17T006
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
TOR 302
CCC No./N° CCC - FMS No./N° VME

Item Number	Vehicle Type	Quantity	Start Date	Total Rental Days per Vehicle	Firm Daily Rate per Vehicle	Firm Extended Price (Quantity X Days X Rate)
15	¾ Ton Crew Cab with Cap	1	June 24, 2019	60	\$_____	\$_____
16	¾ Ton Crew Cab with Cap and tow package	7	June 24, 2019	60	\$_____	\$_____
17	¾ Ton Crew Cab with tow package	1	June 4, 2019	88	\$_____	\$_____

B) Optional Requirement – Blackdown 2020

Item Number	Vehicle Type	Quantity	Start Date	Total Rental Days per Vehicle	Firm Daily Rate per Vehicle	Firm Extended Price (Quantity X Days X Rate)
1	Full size staff car	1	June 4, 2020	88	\$ _____	\$ _____
2	Mid size staff car	1	June 24, 2020	53	\$ _____	\$ _____
3	Panel Van Extended	1	June 4, 2020	88	\$ _____	\$ _____
4	Panel Van	1	June 4, 2020	116	\$ _____	\$ _____
5	7 Pax Van	1	June 4, 2020	88	\$ _____	\$ _____
6	7 Pax Van	8	June 24, 2020	60	\$ _____	\$ _____
7	7 Pax Van	4	June 24, 2020	53	\$ _____	\$ _____
8	¾ Ton Crew Cab	1	May 21, 2020	101	\$ _____	\$ _____
9	Cube Van	1	June 4, 2020	88	\$ _____	\$ _____
10	Cube Van	6	June 24, 2020	60	\$ _____	\$ _____
11	Cube Van	1	June 24, 2020	53	\$ _____	\$ _____
12	¾ Ton Crew Cab with tow package	3	June 24, 2020	60	\$ _____	\$ _____
13	¾ Ton Crew Cab with tow package and electric brakes	1	June 24, 2020	61	\$ _____	\$ _____
14	¾ Ton Crew Cab	7	June 24, 2020	60	\$ _____	\$ _____
15	¾ Ton Crew Cab with Cap	1	June 24, 2020	60	\$ _____	\$ _____
16	¾ Ton Crew Cab with Cap and tow package	7	June 24, 2020	60	\$ _____	\$ _____
17	¾ Ton Crew Cab with tow package	1	June 4, 2020	88	\$ _____	\$ _____

C) Optional Requirement – Blackdown 2021

Item Number	Vehicle Type	Quantity	Start Date	Total Rental Days per Vehicle	Firm Daily Rate per Vehicle	Firm Extended Price (Quantity X Days X Rate)
1	Full size staff car	1	June 4, 2021	88	\$_____	\$_____
2	Mid size staff car	1	June 24, 2021	53	\$_____	\$_____
3	Panel Van Extended	1	June 4, 2021	88	\$_____	\$_____
4	Panel Van	1	June 4, 2021	116	\$_____	\$_____
5	7 Pax Van	1	June 4, 2021	88	\$_____	\$_____
6	7 Pax Van	8	June 24, 2021	60	\$_____	\$_____
7	7 Pax Van	4	June 24, 2021	53	\$_____	\$_____
8	¾ Ton Crew Cab	1	May 21, 2021	101	\$_____	\$_____
9	Cube Van	1	June 4, 2021	88	\$_____	\$_____
10	Cube Van	6	June 24, 2021	60	\$_____	\$_____
11	Cube Van	1	June 24, 2021	53	\$_____	\$_____
12	¾ Ton Crew Cab with tow package	3	June 24, 2021	60	\$_____	\$_____
13	¾ Ton Crew Cab with tow package and electric brakes	1	June 24, 2021	61	\$_____	\$_____
14	¾ Ton Crew Cab	7	June 24, 2021	60	\$_____	\$_____
15	¾ Ton Crew Cab with Cap	1	June 24, 2021	60	\$_____	\$_____
16	¾ Ton Crew Cab with Cap and tow package	7	June 24, 2021	60	\$_____	\$_____
17	¾ Ton Crew Cab with tow package	1	June 4, 2021	88	\$_____	\$_____

ANNEX C to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

ANNEX D

INSURANCE REQUIRMENTS

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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.

Automobile Liability Insurance

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