



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

**Government of Canada Building
101 - 22nd Street East, Suite 110**

**Saskatoon
Saskatchewan**

**S7K 0E1
Bid Fax: (306) 975-5397**

**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/Travaux
publics et Services gouvernementaux Canada
Harry Hays Building (HHB)
Room 759, 220-4th Avenue SE
Calgary
Alberta
T2G 4X3

Title - Sujet Highway Tractor Rentals	
Solicitation No. - N° de l'invitation W0127-18BM05/D	Date 2019-07-03
Client Reference No. - N° de référence du client W0127-18BM05	GETS Ref. No. - N° de réf. de SEAG PW-\$CAL-137-6929
File No. - N° de dossier EDM-8-41064 (137)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-07-23	
Time Zone Fuseau horaire Central Standard Time CST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Loi, Ngan	Buyer Id - Id de l'acheteur cal137
Telephone No. - N° de téléphone (403)973-2796 ()	FAX No. - N° de FAX (306)975-5397
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Various DND locations in Alberta TBD on Call up	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

This cancels and supersedes notice PW-\$EDM-607-11510 published on Buyandsell.gc.ca on 2018-12-13 and Solicitation W0127-18BM05/C issued 2018-12-12.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 SECURITY REQUIREMENTS	4
1.4 DEBRIEFINGS.....	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS	6
2.5 APPLICABLE LAWS.....	6
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	7
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	9
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	9
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	10
PART 6 - INSURANCE REQUIREMENTS	11
6.1 INSURANCE REQUIREMENTS	11
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	11
A. STANDING OFFER.....	11
7.1 OFFER.....	11
7.2 SECURITY REQUIREMENTS	11
7.3 STANDARD CLAUSES AND CONDITIONS.....	11
7.4 TERM OF STANDING OFFER	12
7.5 AUTHORITIES	12
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	13
7.7 IDENTIFIED USERS.....	13
7.8 CALL-UP PROCEDURES	13
7.9 CALL-UP INSTRUMENT.....	13
7.10 LIMITATION OF CALL-UPS	14
7.11 FINANCIAL LIMITATION.....	14
7.12 PRIORITY OF DOCUMENTS	14
7.13 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
7.14 APPLICABLE LAWS.....	15

Solicitation No. - N° de l'invitation
W0127-18BM05/D
Client Ref. No. - N° de réf. du client
W0127-18BM05

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-8-41064

Buyer ID - Id de l'acheteur
Cal137
CCC No./N° CCC - FMS No./N° VME

B. RESULTING CONTRACT CLAUSES	15
7.1 STATEMENT OF WORK.....	15
7.2 STANDARD CLAUSES AND CONDITIONS.....	15
7.3 TERM OF CONTRACT	15
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	16
7.5 PAYMENT	16
7.6 INVOICING INSTRUCTIONS	17
7.7 SACC <i>MANUAL</i> CLAUSES.....	17
7.8 INSURANCE – SPECIFIC REQUIREMENTS	17
ANNEX "A" - STATEMENT OF WORK.....	18
ANNEX "B" - BASIS OF PAYMENT	23
ANNEX "C" – INSURANCE REQUIREMENTS	29
ANNEX "D" – STANDING OFFER USAGE REPORT	31
ANNEX "E" - ELECTRONIC PAYMENT INSTRUMENTS.....	32

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 Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Electronic Payment Instruments, and any other annexes.

1.2 Summary

1.2.1 The Department of National Defence has a requirement for a Regional Individual Standing Offer (RISO) for the provision of all labour, transportation, materials, tools, equipment and supervision necessary to provide highway tractors without operators on an "as required" rental basis for the Department of National Defence (DND), located in various locations throughout Alberta in accordance with the terms and conditions contained herein. The authorized Call-up locations will include Canadian Forces Base (CFB) Edmonton, Cold Lake, Wainwright, Calgary and Suffield. As the rental units may be driven throughout Canada and into the United States, all rental units must be licensed accordingly.

The Standing Offer will be effective for a period of two (2) years with the irrevocable option to extend the term of the Standing Offer by up to one (1) additional one (1) year period under the same conditions.

A maximum of five (5) Standing Offers may be issued: one Standing Offer for each location (Edmonton, AB; Cold Lake, AB; Wainwright, AB; Calgary, AB; and Suffield, AB).

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

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

1.2.4 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

1.4 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2018-05-22), 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: 120 days

2.2 Submission of Offers

Offers 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 RFSO:

Bid Receiving Public Works and Government Services Canada
Government of Canada Building
101 – 22nd Street East, Suite 110
Saskatoon, Saskatchewan S7K 0E1

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca (Bids/Offerors will not be accepted if emailed directly to this email address. This email is to initiate an ePost conversation, as detailed in the Standard Instructions at Article 2.1).

Facsimile: (306) 975-5397

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.

2.3.1 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.

2.3.2 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](#).

2.3.3 Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES () NO ()

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **THREE (3)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- a. If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The ePost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

- b. If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy or 1 fax copy)
Section II: Financial Offer (1 hard copy or 1 fax copy)
Section III: Certifications (1 hard copy or 1 fax copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- c. If the Offeror is simultaneously providing copies of its offer 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.
- d. Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.
- e. Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:
- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (ii) use a numbering system that corresponds to the RFSO.
- f. 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). 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.

A maximum of five (5) Standing Offers may be issued; one Standing Offer for each location (Edmonton, Cold Lake, Wainwright, Calgary, Suffield). Bidders may bid on one (1) location or a combination of locations. **Bidders should clearly indicate in their bids the location(s) on which they are bidding.**

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B - Basis of Payment.

Section III: Certifications

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

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two (2) or more bids with a valid Canadian content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Bidder must have the ability to perform the full scope of the work described in Annex "A" - Statement of Work.

4.1.2 Financial Evaluation

4.1.2.1 Calculation of Bid Price

The Total Bid Price for each location (Edmonton, Cold Lake, Wainwright, Calgary, and Suffield) will be calculated in the following method:

- a) Line items A1 and A2: The Free KM per Month (C) will be subtracted from the Estimated KM/unit/month (A) to determine the Excess (billable) KM.
- b) The Excess (billable) KM will be multiplied by the Estimated Rental Months (B) and then the Excess KM Rate (D) to determine the **total Excess (billable) KM cost**.

-
- c) The Monthly Rental Rate (E) will be multiplied by the Estimated Rental Months (B) to determine the **total base rental cost**.
 - d) The **total Excess (billable) KM cost** and the **total base rental cost** will be summed to determine the **Tractor Rental cost (F)**.
 - e) Line items B1 and B2: The estimated usage for each line item will be multiplied by its unit price to determine the total price. The total price for each line item will be summed to determine the **total additional service cost (G)**.
 - f) Line item C1: The percentage discount offered will be multiplied by its estimated usage and subtracted from the estimated usage to determine the **Estimated Miscellaneous rental cost (H)**.
 - g) The resulting amounts for all line items will be added together to obtain a total for each period (F) + (G) + (H).
 - h) The totals for periods A and B will be added together to obtain a **Total Evaluated Offer Price**.

4.1.2.2 SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price - Offer

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 for each location will be recommended for issuance of a standing offer.
- 4.2.2 A maximum of five (5) Standing Offers may be issued; one Standing Offer for each location (Edmonton, Cold Lake, Wainwright, Calgary, Suffield). If one Bidder is successful on multiple locations the locations will be combined to issue only one Standing Offer to that Bidder.

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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

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

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

The Bidder certifies that:

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

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

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

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods 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 in Annex "D" - Standing Offer Usage Report. 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 fifteen (15) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **TBD to TBD**.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to one (1) additional one (1) year period (Period 1: _____ to _____), 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 sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Ngan Loi
Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch, Western Region
759, 220 4 Ave SE
Calgary, AB T2G 4X3

Telephone: 403-973-2796

Facsimile: 306-975-5397

E-mail address: ngan.loi@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is 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.

7.5.3 Offeror's Representative

(To be completed by Offeror)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Edmonton

1 SVC BN TN COY
Building 187 Sapper Way
P.O. Box 10500 Station Forces
Edmonton, Alberta T5J 4J5

Wainwright

CFB/ASU Wainwright
Base Transport, Building 136
Denwood, Alberta T0B 1B0

Cold Lake

RCEME Procurement Section
Building 400 Hangar Lane
PO Box 6550 Stn Forces
Cold Lake, AB T9M 2C6

Calgary

41 Svc Bn
Transport
4225 Crowchild Trail SW
Calgary, AB T3E 1T8

Suffield

CFB Suffield
Transport
Box 6000
Medicine Hat, AB T1A 8K8

7.8 Call-up Procedures

Call Ups will be directed to the Standing Offer holder. A maximum of five (5) Standing Offers may be issued; one Standing Offer for each location (Edmonton, Cold Lake, Wainwright, Calgary, Suffield).

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

7.9.1 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.

7.9.2 Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:

- PWGSC-TPSGC 942 Call-up Against a Standing Offer
- PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery

OR

7.9.3 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.

7.10 Limitation of Call-ups

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

7.11 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or six (6) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Usage Report;
- i) the Offeror's offer dated _____

7.13 Certifications and Additional Information

7.13.1 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.

7.13.2 SACC Manual Clauses

[G6001C](#) (2008-05-12), Vehicles – Long Term Lease
[M3000C](#) (2006-08-15), Price Lists
[M3800C](#) (2006-06-15), Estimates

7.14 Applicable Laws

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

7.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

Section 13 Interest on Overdue Accounts, of 2010C (2018-06-21), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to be performed during the period of TBD to TBD.

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

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of **\$TBD**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$ (the value of the Call-up)**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Method of Payment

7.5.3.1 Single Payment (for short term rentals - less than/equal to 4 weeks)

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

7.5.3.2 Monthly Payment (for long term rentals - greater than 4 weeks)

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.

7.5.4 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department
[C0710C](#) (2007-11-30), Time and Contract Price Verification
[C0711C](#) (2008-05-12), Time Verification
[C0705C](#) (2010-01-11), Discretionary Audit

7.5.5 Electronic Payment of Invoices – Call-up

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

7.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the Call-up against the Standing Offer and any other documents as specified in the resulting Contract, and
- b. a copy of the invoices, receipts, vouchers for all direct expenses, as applicable.

7.6.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on the Call-up against a Standing Offer for certification and payment.
- b. Each invoice must reflect the customer's Call-up number.

7.7 SACC Manual Clauses

[A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)
[A9039C](#) (2008-05-12), Salvage
[A9049C](#) (2011-05-16), Vehicle Safety
[A9062C](#) (2011-05-16), Canadian Forces Site Regulations
[B1501C](#) (2006-06-16), Electrical Equipment
[B7500C](#) (2006-06-16), Excessive Goods

7.8 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

ANNEX "A" - STATEMENT OF WORK

1. Requirement

The Department of National Defence has a requirement for a Regional Individual Standing Offer (RISO) for the provision of all labour, transportation, materials, tools, equipment and supervision necessary to provide highway tractors without operators on an "as required" rental basis for the Department of National Defence (DND), located in various locations throughout Alberta in accordance with the terms and conditions contained herein. The authorized Call-up locations will include Canadian Forces Base (CFB) Edmonton, Cold Lake, Wainwright, Calgary and Suffield. As the rental units may be driven throughout Canada and into the United States, all rental units must be licensed accordingly.

The Standing Offer will be effective for a period of two (2) years with the irrevocable option to extend the term of the Standing Offer by up to one (1) additional one (1) year period under the same conditions.

A maximum of five (5) Standing Offers may be issued: one Standing Offer for each location (Edmonton, AB; Cold Lake, AB; Wainwright, AB; Calgary, AB; and Suffield, AB).

2. Licensing

As the rental units may be driven throughout Canada and into the United States, all rental units must be licensed accordingly.

Interprovincial of Canada licensing and licensing for entry into the United States must be available upon request.

3. Availability of Rental Units

The Offeror must provide medium haul rental units.

4. Pick-up of Rental Units

DND will be generally responsible for pick-up and return of the rental units except for replacement units which are being delivered as a result of mechanical failure.

Rental units will be returned to the same location that the units were dispatched, unless other mutually arranged drop off locations have been identified and agreed upon by the Offeror and the Call-up Authority.

No costs are to be incurred by Canada for pick up and drop off of the rental units at the Offeror's location.

5. Pick-up Response Times

The Offeror must be able to supply a minimum for three (3) rental units per call-up. A notice of five (5) calendar days will be given to the Offeror if more than five (3) rental units are requested at once.

Rental units must be available for pick up within twenty-four (24) hours from receipt of Call-up.

In the event of an emergency, four (4) to six (6) hours will be provided to the Offeror for a Call-up.

6. Routine Maintenance and Repairs

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

7. Loss, Damage and Repair (DND Personnel)

- a. It is understood and agreed that Canada is responsible for the loss of and damage to the rental units, which is not the result of normal wear and tear, under this Standing Offer.

-
- b. Normal wear and tear will include road hazards such stone chips to the paint, surface scratches.
 - c. Canada will be given the opportunity, if it so desires, to obtain its own estimate through a third party on the identified repairs, in order to validate the Offeror's estimate. Once the value of the repairs has been established, the Offeror will invoice the Department of National Defence for the agreed amount. Invoices must include copies of estimates and actual repair invoices including towing charges if necessary. The Standing Offer Authority must be informed of any dispute in the amount owed for loss / damage / repairs.
 - d. The Offeror will be responsible for replacement of worn parts.
 - e. With the exception of minor servicing (e.g. adding fuel, oil) DND will not perform any repairs or maintenance on rental units.
 - f. DND will return units full of fuel and clean.

8. Insurance

Canada will self-insure on all units rented from the Offeror(s).

9. Licensed Mechanic, Mobile Service Unit and Towing - Mechanical Breakdown (Offeror's Responsibility):

9.1 Mechanical Breakdown within the local DND vicinity:

The Offeror will dispatch a licensed mechanic and mobile service unit to perform repairs unless the repairs cannot be performed on location. The licensed mechanic and mobile service unit must be at the location of the breakdown within four (4) hours of notification for service inside the local DND vicinity.

If service cannot be performed within four (4) hours notification by the Call-Up Authority, the Offeror is to dispatch a replacement unit to the breakdown location immediately at no extra cost to Canada. The Offeror is responsible for all delivery, offloading and all travel and living expenses associated with providing a replacement unit. The replacement rental unit will be subject to the same Acceptance Inspection as if the replacement unit was being picked up at the Offeror's location identified above.

If it is necessary to have the rental unit towed to a service location due to mechanical failure, the Offeror will be responsible for all towing charges. The Offeror is to dispatch a tow truck immediately after being notified by DND to the breakdown location.

9.2 Mechanical Breakdown outside of the local DND vicinity:

The Offeror will dispatch a licensed mechanic and mobile service unit to perform repairs unless the repairs cannot be performed on location. The licensed mechanic and mobile service unit must be at the location of the breakdown within six (6) hours of notification for service outside the local DND vicinity.

If a licensed mechanic and mobile service unit cannot be dispatched and at the breakdown location to perform repairs within six (6) hours of being notified by the Call-Up Authority of a mechanical breakdown, a replacement unit is to be dispatched immediately to the location identified by the Call-Up Authority at no extra cost to Canada. The Offeror is responsible for all delivery, offloading and travel and living expenses, if applicable, when providing a replacement unit. The replacement rental unit will be subject to the same Acceptance Inspection as if the replacement unit was being picked up at the Offeror's location.

Replacement rental units for delivery to the rental unit breakdown location as a result of mechanical failure will be F.O.B. destination including all delivery, offloading charges, and; if applicable, any travel and living expenses.

If it is necessary to have the rental unit towed to a service location due to mechanical failure, the Offeror will be responsible for all towing charges. The Offeror is to dispatch a tow truck immediately after being notified by DND to the breakdown location.

9.3 Breakdown Due to Mechanical Failure of Rental Units

More than six (6) mechanical breakdowns of rental units during the period of the Standing Offer may result in the setting aside of the Standing Offer. Additional Call-Ups will not be issued or authorized once the Standing Offer has been set aside. If the breakdown is caused due to a mechanical error/fault, the offeror will provide mechanical services to the breakdown location, or provide a replacement unit to DND within four (4) hours of notification of the breakdown. If the breakdown will require repairs extending past Eight (8) hours of the time of notification of the breakdown, the Offeror is required to provide a replacement within ten (10) hours of the initial breakdown notification time.

10.0 Licensed Mechanic, Mobile Service Unit, and Towing - DND Personnel's Error (DND Responsibility):

10.1 Breakdown due to DND Personnel's error within the local DND vicinity:

The Offeror will dispatch a licensed mechanic and mobile service unit to perform repairs unless the repairs cannot be performed on location. The licensed mechanic and mobile service unit must be dispatched and on location within four (4) hours of notification for service within the local DND vicinity.

DND will be responsible for all delivery, offloading, and all travel and living expenses associated with providing a replacement unit. The replacement rental unit will be subject to the same Acceptance Inspection as if the replacement unit was being picked up at the Offeror's location.

If it is necessary to have the rental unit towed to a service location due to DND Personnel's error, DND will be responsible for all towing charges. DND will notify the Offeror of the breakdown and either request the Offeror dispatch a tow truck to the breakdown location or make their own arrangements to have the rental unit towed to a service location.

10.2 Breakdown due to DND Personnel's error outside of the local DND vicinity:

The Offeror will dispatch a licensed mechanic and mobile service unit to perform repairs unless the repairs cannot be performed on location. The licensed mechanic and mobile service unit must be dispatched and on location within six (6) hours of notification for service outside the local DND vicinity. If service cannot be performed within six (6) hours of notification, the Offeror is to dispatch a replacement unit to the breakdown location immediately at no extra cost to Canada.

If it is necessary to have the rental unit towed to a service location due to DND Personnel's error, DND will be responsible for all towing charges. DND will notify the Offeror of the breakdown and either request the Offeror dispatch a tow truck to the breakdown location or make their own arrangements to have the rental unit towed to a service location.

11. Travel and Living Expenses (DND Personnel's Error Only):

All travel and living expenses must be authorized by the Call-Up Authority. Authorized travel and living expenses will be at actual cost incurred, except for meals and private vehicle mileage, which are not to exceed the rates given in the Treasury Board Travel and Living Guidelines in effect at the time of travel. A copy of the current rates is available at: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp
Travel costs are not to include a markup.

Solicitation No. - N° de l'invitation
W0127-18BM05/D
Client Ref. No. - N° de réf. du client
W0127-18BM05

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-8-41064

Buyer ID - Id de l'acheteur
Cal137
CCC No./N° CCC - FMS No./N° VME

12. Replacement Rental Units:

If the breakdown is due to DND personnel error or damage and a rental unit is still required, a replacement unit will be provided to the DND once a call up has been issued by the Call-Up Authority for the replacement unit.

13. Ordering Offices:

13.1 Only the following ordering offices may make call-ups against this Standing Offer:

<p><u>Edmonton</u> 1 SVC BN TN COY Bldg 187 Sapper Way P.O. Box 10500 Station Forces Edmonton, Alberta T5J 4J5</p>	<p><u>Wainwright</u> CFB/ASU Wainwright Base Transport, Building 136 Denwood, Alberta T0B 1B0</p>	<p><u>Cold Lake</u> RCME Procurement Section Bldg 400 Hangar Lane PO Box 6550 Stn Forces Cold Lake, AB T9M 2C6</p>
<p><u>Calgary</u> 41 Service Battalion (Svc Bn) Transport 4225 Crowchild Trail SW Calgary, AB T3E 1T8</p>	<p><u>Suffield</u> CFB Suffield Transport Box 6000 Medicine Hat, AB T1A 8K8</p>	

APPENDIX 1 TO ANNEX "A" - MINIMUM PERFORMANCE SPECIFICATIONS

The product must meet each Minimum Performance Specification, listed below.

Item	Description
1	Must have a minimum 450 horsepower
2	Rental Units must have a minimum 13 Speed Transmission, with a maximum of 18 Speed Transmission. Note that most call-ups will request an 18 speed Transmission.
3	Must have an Engine Retarder Braking System
4	Must have Dual Tandem Axles
5	Rear Axles: Minimum Rating of 46,000 lbs
6	Minimum 37,000 lbs gross weight
7	Must have a Dual Air Brake System
8	Must have a Sliding Fifth Wheel
9	Must have Air Ride Drivers Seats
10	Must have an AM/FM Radio
11	Units with a Sleeper: Must be a minimum of 42"
12	All units must have a Block Heater
13	All units must have Air Conditioning
14	Fuel Tanks: Dual Saddle Tanks, minimum capacity of 100 imperial gallons per side
15	Units must have a Gross Vehicle Rated Weight between 46,000 and 63,500 kgs.
16	Offeror must provide a Toll Free telephone number and/or twenty-four hour emergency telephone number where the Call-up Authority can call in the event of an emergency or replacement of a unit. Telephone: (____) ____ - _____
17	Must have 24/7 Mechanical Roadside Assistance

The offeror certifies that the product offered meets or exceeds the minimum performance specifications requested.

Authorized Representative Signature

Date

If, upon delivery and acceptance, the product is found to not meet the Minimum Performance Specifications, the product will be returned at the Offeror's expense and the Standing Offer set aside for default.

Solicitation No. - N° de l'invitation
W0127-18BM05/D
Client Ref. No. - N° de réf. du client
W0127-18BM05

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-8-41064

Buyer ID - Id de l'acheteur
Cal137
CCC No./N° CCC - FMS No./N° VME

ANNEX "B" - BASIS OF PAYMENT

- Prices will remain firm for the duration of the periods shown.
- A price must be submitted for all line items.
- Prices must be submitted for all periods as shown.
- A percentage discount for miscellaneous vehicle rentals must be provided; otherwise, it will be deemed as zero.
- Rental rates will be prorated for any period less than a month. A month will be considered as 28 days.
- GST is not to be included in the rental rates, but where applicable will be added to the invoice as a separate line item.
- Estimated Usages are for evaluation purposes only, actual usage may vary from the amounts shown.

Offerors may bid on one (1) location or a combination of locations. Offerors should clearly indicate in their offer on which location(s) they are bidding: Edmonton, Cold Lake, Wainwright, Calgary, and Suffield.

E.g. Offerors may choose to submit only the Basis of Payment of the location(s) for which they are bidding.

Edmonton, AB

Standing Offer Period: 2 years from Date of Issuance

Item #	Description	Estimated Usage		No. of Free KM Per Month	Rate Exceeding Free KM	Monthly Rental Rate
		KM/unit/month	Rental Months			
A	Tractor Rental	(A)	(B)	(C)	(D)	(E)
1	Tractor Unit <u>with</u> Sleeper in accordance with the Minimum Performance Specifications	4,100	140	_____	\$_____	\$_____
2	Tractor Unit <u>without</u> Sleeper in accordance with the Minimum Performance Specifications	4,100	20	_____	\$_____	\$_____
B	Additional services	Estimated Usage				Unit Price
1	Delivery/Pick-Up Charge (One Way) to/from Department of National Defence CFB Edmonton, Alberta Must be upon request of the Call-Up Authority	15 units				\$_____/unit
2	Washing	50 washes				\$_____/wash
C	Miscellaneous Rental	Estimated Usage				
1	Vehicles that are rented during the period of the Standing Offer, that are not otherwise listed, will be charged in accordance with the Offeror's Rental Fleet Standard Rate for Inventory, less a discount of _____%.	\$80,000.00				

Standing Offer Option Year 1: From TBD to TBD

Item #	Description	Estimated Usage		No. of Free KM Per Month	Rate Exceeding Free KM	Monthly Rental Rate
		KM/unit/month	Rental Months			
A	Tractor Rental	(A)	(B)	(C)	(D)	(E)
1	Tractor Unit <u>with</u> Sleeper in accordance with the Minimum Performance Specifications	2,000	75	_____	\$_____	\$_____
2	Tractor Unit <u>without</u> Sleeper in accordance with the Minimum Performance Specifications	2,000	10	_____	\$_____	\$_____
B	Additional services	Estimated Usage				Unit Price
1	Delivery/Pick-Up Charge (One Way) to/from Department of National Defence CFB Edmonton, Alberta Must be upon request of the Call-Up Authority	10 units				\$_____/unit
2	Washing	25 washes				\$_____/wash
C	Miscellaneous Rental	Estimated Usage				
1	Vehicles that are rented during the period of the Standing Offer, that are not otherwise listed, will be charged in accordance with the Offeror's Rental Fleet Standard Rate for Inventory, less a discount of _____%.	\$25,000.00				

Cold Lake, AB

Standing Offer Period: 2 years from Date of Issuance

Item #	Description	Estimated Usage		No. of Free KM Per Month	Rate Exceeding Free KM	Monthly Rental Rate
		KM/unit/month	Rental Months			
A	Tractor Rental	(A)	(B)	(C)	(D)	(E)
1	Tractor Unit <u>with</u> Sleeper in accordance with the Minimum Performance Specifications	4,100	140	_____	\$_____	\$_____
2	Tractor Unit <u>without</u> Sleeper in accordance with the Minimum Performance Specifications	4,100	20	_____	\$_____	\$_____
B	Additional services	Estimated Usage			Unit Price	
1	Delivery/Pick-Up Charge (One Way) to/from Department of National Defence CFB Cold Lake, Alberta Must be upon request of the Call-Up Authority	15 units			\$_____/unit	
2	Washing	50 washes			\$_____/wash	
C	Miscellaneous Rental	Estimated Usage				
1	Vehicles that are rented during the period of the Standing Offer, that are not otherwise listed, will be charged in accordance with the Offeror's Rental Fleet Standard Rate for Inventory, less a discount of _____%.	\$80,000.00				

Standing Offer Option Year 1: From TBD to TBD

Item #	Description	Estimated Usage		No. of Free KM Per Month	Rate Exceeding Free KM	Monthly Rental Rate
		KM/unit/month	Rental Months			
A	Tractor Rental	(A)	(B)	(C)	(D)	(E)
1	Tractor Unit <u>with</u> Sleeper in accordance with the Minimum Performance Specifications	2,000	70	_____	\$_____	\$_____
2	Tractor Unit <u>without</u> Sleeper in accordance with the Minimum Performance Specifications	2,000	10	_____	\$_____	\$_____
B	Additional services	Estimated Usage			Unit Price	
1	Delivery/Pick-Up Charge (One Way) to/from Department of National Defence CFB Cold Lake, Alberta Must be upon request of the Call-Up Authority	10 units			\$_____/unit	
2	Washing	20 washes			\$_____/wash	
C	Miscellaneous Rental	Estimated Usage				
1	Vehicles that are rented during the period of the Standing Offer, that are not otherwise listed, will be charged in accordance with the Offeror's Rental Fleet Standard Rate for Inventory, less a discount of _____%.	\$20,000.00				

Wainwright, AB

Standing Offer Period: 2 years from Date of Issuance

Item #	Description	Estimated Usage		No. of Free KM Per Month	Rate Exceeding Free KM	Monthly Rental Rate
		KM/unit/month	Rental Months			
A	Tractor Rental	(A)	(B)	(C)	(D)	(E)
1	Tractor Unit <u>with</u> Sleeper in accordance with the Minimum Performance Specifications	4,100	140	_____	\$_____	\$_____
2	Tractor Unit <u>without</u> Sleeper in accordance with the Minimum Performance Specifications	4,100	20	_____	\$_____	\$_____
B	Additional services	Estimated Usage				Unit Price
1	Delivery/Pick-Up Charge (One Way) to/from Department of National Defence CFB Wainwright, Alberta Must be upon request of the Call-Up Authority	15 units				\$_____/unit
2	Washing	50 washes				\$_____/wash
C	Miscellaneous Rental	Estimated Usage				
1	Vehicles that are rented during the period of the Standing Offer, that are not otherwise listed, will be charged in accordance with the Offeror's Rental Fleet Standard Rate for Inventory, less a discount of _____%.	\$80,000.00				

Standing Offer Option Year 1: From TBD to TBD

Item #	Description	Estimated Usage		No. of Free KM Per Month	Rate Exceeding Free KM	Monthly Rental Rate
		KM/unit/month	Rental Months			
A	Tractor Rental	(A)	(B)	(C)	(D)	(E)
1	Tractor Unit <u>with</u> Sleeper in accordance with the Minimum Performance Specifications	2,200	80	_____	\$_____	\$_____
2	Tractor Unit <u>without</u> Sleeper in accordance with the Minimum Performance Specifications	2,100	10	_____	\$_____	\$_____
B	Additional services	Estimated Usage				Unit Price
1	Delivery/Pick-Up Charge (One Way) to/from Department of National Defence CFB Wainwright, Alberta Must be upon request of the Call-Up Authority	10 units				\$_____/unit
2	Washing	25 washes				\$_____/wash
C	Miscellaneous Rental	Estimated Usage				
1	Vehicles that are rented during the period of the Standing Offer, that are not otherwise listed, will be charged in accordance with the Offeror's Rental Fleet Standard Rate for Inventory, less a discount of _____%.	\$22,000.00				

Calgary, AB

Standing Offer Period: 2 years from Date of Issuance

Item #	Description	Estimated Usage		No. of Free KM Per Month	Rate Exceeding Free KM	Monthly Rental Rate
		KM/unit/month	Rental Months			
A	Tractor Rental	(A)	(B)	(C)	(D)	(E)
1	Tractor Unit <u>with</u> Sleeper in accordance with the Minimum Performance Specifications	3,000	100	_____	\$_____	\$_____
2	Tractor Unit <u>without</u> Sleeper in accordance with the Minimum Performance Specifications	3,000	15	_____	\$_____	\$_____
B	Additional services	Estimated Usage			Unit Price	
1	Delivery/Pick-Up Charge (One Way) to/from Department of National Defence CFB Calgary, Alberta Must be upon request of the Call-Up Authority	15 units			\$_____/unit	
2	Washing	30 washes			\$_____/wash	
C	Miscellaneous Rental	Estimated Usage				
1	Vehicles that are rented during the period of the Standing Offer, that are not otherwise listed, will be charged in accordance with the Offeror's Rental Fleet Standard Rate for Inventory, less a discount of _____%.	\$40,000.00				

Standing Offer Option Year 1: From TBD to TBD

Item #	Description	Estimated Usage		No. of Free KM Per Month	Rate Exceeding Free KM	Monthly Rental Rate
		KM/unit/month	Rental Months			
A	Tractor Rental	(A)	(B)	(C)	(D)	(E)
1	Tractor Unit <u>with</u> Sleeper in accordance with the Minimum Performance Specifications	1,500	50	_____	\$_____	\$_____
2	Tractor Unit <u>without</u> Sleeper in accordance with the Minimum Performance Specifications	1,500	8	_____	\$_____	\$_____
B	Additional services	Estimated Usage			Unit Price	
1	Delivery/Pick-Up Charge (One Way) to/from Department of National Defence CFB Calgary, Alberta Must be upon request of the Call-Up Authority	10 units			\$_____/unit	
2	Washing	15 washes			\$_____/wash	
C	Miscellaneous Rental	Estimated Usage				
1	Vehicles that are rented during the period of the Standing Offer, that are not otherwise listed, will be charged in accordance with the Offeror's Rental Fleet Standard Rate for Inventory, less a discount of _____%.	\$40,000.00				

Suffield, AB

Standing Offer Period: 2 years from Date of Issuance

Item #	Description	Estimated Usage		No. of Free KM Per Month	Rate Exceeding Free KM	Monthly Rental Rate
		KM/unit/month	Rental Months			
A	Tractor Rental	(A)	(B)	(C)	(D)	(E)
1	Tractor Unit <u>with</u> Sleeper in accordance with the Minimum Performance Specifications	4,100	140	_____	\$_____	\$_____
2	Tractor Unit <u>without</u> Sleeper in accordance with the Minimum Performance Specifications	4,100	20	_____	\$_____	\$_____
B	Additional services	Estimated Usage			Unit Price	
1	Delivery/Pick-Up Charge (One Way) to/from Department of National Defence CFB Suffield, Suffield, Alberta Must be upon request of the Call-Up Authority	15 units			\$_____/unit	
2	Washing	25 washes			\$_____/wash	
C	Miscellaneous Rental	Estimated Usage				
1	Vehicles that are rented during the period of the Standing Offer, that are not otherwise listed, will be charged in accordance with the Offeror's Rental Fleet Standard Rate for Inventory, less a discount of _____%.	\$60,000.00				

Standing Offer Option Year 1: From TBD to TBD

Item #	Description	Estimated Usage		No. of Free KM Per Month	Rate Exceeding Free KM	Monthly Rental Rate
		KM/unit/month	Rental Months			
A	Tractor Rental	(A)	(B)	(C)	(D)	(E)
1	Tractor Unit <u>with</u> Sleeper in accordance with the Minimum Performance Specifications	2,100	75	_____	\$_____	\$_____
2	Tractor Unit <u>without</u> Sleeper in accordance with the Minimum Performance Specifications	2,100	10	_____	\$_____	\$_____
B	Additional services	Estimated Usage			Unit Price	
1	Delivery/Pick-Up Charge (One Way) to/from Department of National Defence CFB Suffield, Suffield, Alberta Must be upon request of the Call-Up Authority	8 units			\$_____/unit	
2	Washing	8 washes			\$_____/wash	
C	Miscellaneous Rental	Estimated Usage				
1	Vehicles that are rented during the period of the Standing Offer, that are not otherwise listed, will be charged in accordance with the Offeror's Rental Fleet Standard Rate for Inventory, less a discount of _____%.	\$15,000.00				

ANNEX "C" – INSURANCE REQUIREMENTS

C1. Commercial General Liability Insurance

- 1.1 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.
- 1.2 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.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the **Department of Justice Act**, S.C. 1993, c.J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the

Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

C2. Short Term Lease

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

C3. Vehicles - Long Term Lease

- 3.1 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.
- 3.2 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](#).
- 3.3 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.
- 3.4 When a rental vehicle is in a disabling accident, all rental charges must cease on said vehicle.

Solicitation No. - N° de l'invitation
W0127-18BM05/D
Client Ref. No. - N° de réf. du client
W0127-18BM05

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-8-41064

Buyer ID - Id de l'acheteur
Cal137
CCC No./N° CCC - FMS No./N° VME

ANNEX "E" - ELECTRONIC PAYMENT INSTRUMENTS

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

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