



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa
Ontario
K8H 2X3
Bid Fax: (613) 687-6656

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

Address inquiries to the Contracting Authority at
cynthia.lamorie@pwgsc-tpsgc.gc.ca

Title - Sujet Highway Tractor Rental	
Solicitation No. - N° de l'invitation W0107-20LB05/A	Date 2020-01-13
Client Reference No. - N° de référence du client W0107-20LB05	
GETS Reference No. - N° de référence de SEAG PW-\$PET-907-1609	
File No. - N° de dossier PET-9-51029 (907)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-01-29	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lamorie, Cindy	Buyer Id - Id de l'acheteur pet907
Telephone No. - N° de téléphone (613) 687-6655 ()	FAX No. - N° de FAX (613) 687-6656
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 2 CBMG HQ Bldg Z-101 147 Menin Rd. Garrison Petawawa, ON K8H 2X3 Attn: G8 Cell	

Instructions: See Herein

Instructions: Voir aux présentes

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada Supply and
Services Operation
Petawawa Procurement
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa
Ontario
K8H 2X3

Delivery Required - Livraison exigée	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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Amd. No. - N° de la modif.
File No. - N° du dossier
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Buyer ID - Id de l'acheteur
PET907
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The work to be performed is detailed under Annex "A" 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 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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to 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:

Bid Receiving Public Works and Government Services Canada
Petawawa Procurement
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa, Ontario, K8H 2X3
Bid Fax: (613) 687-6656
Email address for epost Connect service: TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Bids/Offeres will not be accepted if emailed directly to this email address. This email is to initiate and epost Connect conversation, as detailed in the Standard Instructions.

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, bidders must provide

the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;

- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- 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 five (5) 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: 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: Technical Bid (one hard copy)
Section II: Financial Bid (one hard copy)
Section III: Certifications (one hard 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.

- 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.

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.¶

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](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, bidders should:

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex “D” 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

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Mandatory Financial Criteria

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

- a) Pricing must be provided for all items in the Pricing Basis.
- b) Bidders must provide firm unit prices in Canadian dollars, Applicable Taxes excluded, FOB plant, Canadian customs and duties and excise taxes included, in accordance with Annex B – Basis of Payment.

4.1.1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB plant, Canadian customs duties and excise taxes included.

For evaluation purposes only, to calculate the bidder's evaluated price the following formula will apply:

The Extended Pricing for Pricing Basis "A" 1. Firm Rate – Commercial Highway Tractor in Annex B is the extended price. The extended price Bidder's Firm Daily Rental Rate per Unit price multiplied by the Total No. of Units multiplied by the Total Number of Days.

The Extended Pricing for Pricing Basis "A" 2. Additional Kilometric Rate in Annex B is the extended price. The extended price is the Estimated KM Per Month per Unit minus the No. of Free KM Per Month per Unit multiplied by the No. of Units multiplied by the Number of Months multiplied by the Firm Rate per KM.

The evaluated price is the sum of all extended prices for all line items.

4.2 Basis of Selection

4.2.1 Basis of Selection

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

Where the same bidder is recommended for more than one award, only one contract will be awarded.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **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 Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [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 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (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 award to three (3) months after award date inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:
Name: Cindy Lamorie
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 101 Menin Rd, Garrison Petawawa

Telephone: 613-401-3643
Facsimile: 613-687-6656
E-mail address: cynthia.lamorie@pwgsc-tpsgc.gc.ca

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

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6.5.2 Project Authority [Note to Bidders: Canada will insert information at time of Contract Award]

The Project Authority for the Contract is:

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

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

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

6.5.3 Contractor's Representative [Note to Bidders: Please fill out required information]

Name and telephone number of the person responsible for:

General Enquiries

Name: _____
Telephone No: _____
Facsimile No: _____
E-mail address: _____

Procurement Business Number: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all obligations under the Contract, the Contractor will be paid firm unit prices as specified in the Contract for a cost of \$ _____. (Note to Bidders: Canada will insert the amount at contract award) Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Expenditure – ANNEX “B” Pricing Basis A 2. ADDITIONAL KILOMETRIC RATE

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. 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.

6.7.3 Limitation of Price – ANNEX “B” Pricing Basis A1.

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

6.7.4 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

6.7.5 Electronic Payment of Invoices – Contract

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

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

6.8 Invoicing Instructions

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

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*Note to Bidder – If applicable, Canada will insert the name of the province or territory as specified by the Bidder in its bid.*)

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) ;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated _____ (*Note: Canada will insert information at time award.*)

6.12 Insurance

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

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

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

6.13 SACC Manual Clauses

SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations
SACC Manual clause [G6001C](#) (2008-05-12) Vehicles – Long Term Lease
SACC Manual clause [A9049C](#) (2011-05-16) Vehicle Safety

6.14 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or

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representative. Should any report, document, good or service not be in accordance with the requirements and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX "A"

STATEMENT OF WORK

1. Scope

1.1. Purpose

The Canadian Armed Forces (CAF) requires contracted support for six (6) Commercial Highway Tractors (**excluding drivers**) rentals at CFB Petawawa for a 3 month period.

1.2. Background

2 CMBG is conducting a line haul of equipment from CFB Petawawa to CFB Wainwright for Ex MAPLE RESOLVE. 2 CMBG will require real life support, which in turn, requires the long term rental of these **Commercial Tractors**.

1.3. Terminology

Commercial Tractors: The unit is a standard sized commercial tractor with a sleeper (minimum 42")

2. Licensing

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. Deliverables

3.1 Technical Requirements

- 3.1.1 Contractor's location of pick up cannot be further away than 650km from CFB Petawawa.
- 3.1.2 The Contractor must provide with the following minimum requirements for the Commercial Highway Tractor Units:
 - Six (6) Commercial Highway Tractors with sleepers (minimum 42") for 3 month period;
 - Rental units must have a minimum of 13 Speed Transmission, with a maximum of 18 Speed Transmission;
 - Must have an Engine Retarder Braking System;
 - Must have Dual Tandem Axles;
 - Rear Axles: Minimum rating of 46,000lbs;
 - Minimum 37,000 lbs gross weight;
 - Must have Dual Air Brake System;
 - Must have a Sliding Fifth Wheel;
 - Must have Air Ride Drivers Seat;
 - Must have an AM/FM Radio;
 - Must have Block Heaters;

- Fuel Tanks: Dual Saddle Tanks, minimum capacity of 100 imperial gallons per side;
- Must have a Gross Vehicle Rated Weight between 46,000 and 63,500 kgs;
- The Contractor must warrant that all highway tractors are mechanically operational and meet a high standard of repair to minimize potential down time; and
- Must be in clean condition, excellent state of repair and must not be older than five (5) years.

4. Client support

4.1 The Contractor must establish an English speaking point of contact(s) to provide customer service on a twenty-four (24) basis, seven (7) days per week in order to maintain cell phone data and calling services; and

4.2 The Contractor must replace a defective Commercial Tractor within seventy-two (72) hours.

5. Division of Responsibilities

Unless otherwise stated in the Contract the following applies:

5.1 For the purposes of this clause, the term "Normal Wear and Tear" refers to the natural amount of deterioration, which can be expected over the term of the rental period and include:

- (i) tire wear, paint chips and minor scratches that do not extend to the base metal;
- (ii) all paint scratches and paint wear and minor dents to exterior;
- (iii) chips caused by stones thrown by the wheels of vehicles;
- (iv) interior wear of tractor including all paint scratches; and
- (v) tire wear and damage.

5.2 The Contractor is responsible for:

- (a) Pre-servicing the highway tractor in the normal way for customer delivery;
- (b) Highway Tractor licensing, permits, or exemptions;
- (c) Full maintenance due to normal wear and tear including but not limited to replacement of tires and tire repairs;
- (d) All Warranty servicing: Warranty servicing means the supply of parts normally provided by the manufacturers warranty together with the labour necessary to install such parts. The warranty service must be available at any dealer for the make of the highway tractor rented, within Canada;
- (e) Supply of another licensed commercial highway tractor of the same type and size to replace a specific tractor when a unit is taken out of service for repairs for a period greater than twenty-four (24) hours. Downtime will be considered when computing monthly charges;
- (f) pick-up and return of the commercial highway tractor for servicing;
- (g) Inspecting the commercial highway tractor upon its return to the Contractor;
- (h) Each unit must include complete copies of the vehicle rental agreement and the vehicle condition report; and
- (i) Supplying all commercial highway tractors with a full tank(s) of fuel.

5.3 Canada is responsible for:

- (a) To notify the Contractor of irregular service issues if/when they arise. An example of an irregular service issue includes any unexpected breakdowns;
- (b) The CAF will advise the Contractor immediately upon discovery of any damage to the Commercial Highway Tractor;
- (c) Pick-up of the units at start of contract;
- (d) Return of the units upon expiration of the contract;
- (e) Inspecting the units at pick-up for damages;
- (f) Returning any units that require fuel with a full tank(s) of fuel;
- (g) Oil, fluids and lubricants between oil changes;
- (h) Fines for traffic violations, including unlawful parking issued to representatives of Canada during the rental period; and
- (i) Identify a Point of Contact POC for the requested services at the start of the contract. This designated POC is the CAF TA (Technical Authority), or representative, for whom the work is being carried out. The TA is responsible for all matters concerning the technical requirements of the work.
- (j) The CAF will report the odometer readings to the Contractor on the last working day of each month for billing purposes; and
- (k) Upon return/pickup to the Contractor, the TA must provide with completed copies of the rental agreement showing odometer readings, date and time of return, and the condition report must be signed by both parties.

6. Initial Inspection:

All rental units must be inspected by the TA or representative and the Contractor jointly, for damages prior to the release of the rental commercial highway tractor prior to the release to the TA or his representative. Any damages located must be noted on the Contractors rental agreement. The TA will reject any unit that fails the acceptance inspection and another unit must be provided by the Contractor.

7. Final Inspection

Upon return, all units will be inspected by the Contractor and the TA or his representative jointly. Any new damage found must be noted on the rental agreement and signed in agreement by both parties. Mutual authorization must be obtained prior to proceeding with repairs in accordance with Para 13 Loss, damage, repairs in this annex. The Contractor must obtain written authorization from the TA prior to proceeding with repairs.

8. Tires

The Contractor is responsible for normal wear and tear of tires. In the event tire damage is attributed to wear and tear beyond what is considered normal, the government is responsible for the repair. This will be agreed upon mutually through the inspection of the tire damage and general tire condition by the Contractor and the government authorized representative. When they are liable for damage/repair, the government retains the option of effecting repairs using their own personnel and charging any costs that applicable back to the Contractor.

9. Emergency Repairs

A 24-hour / 7-day a week breakdown telephone number must be provided by the Contractor for immediate authorization of repairs to broken down rental units.

A credit must be issued by the Contractor to the TA for reimbursement to Canada for repairs or parts replaced by Canada or paid for by Canada with the agreement of the Contractor for situations in which Canada is not at fault. The cost of the repairs which are made by the government authorized

representative will be credited to DND by the Contractor upon receipt of a paid invoice covering these repairs. When possible, DND will return all parts replaced, including damaged or worn tires to the Contractor.

10. Mechanical Breakdowns near Garrison Petawawa (within 200 kms)

As mutually agreed upon by both parties at the time of the incident, the Contractor must provide a replacement commercial highway tractor within seventy-two (72) hours upon notification of a mechanical breakdown or a licensed mechanic and mobile service unit to perform repairs within four (4) hour notice from the TA. Replacement units are to be provided at no extra cost.

11. Mechanical Breakdowns far away from Garrison Petawawa (201 kms +)

The Contractor must provide instructions for repair or replacement by providing emergency contact information. The Contractor must authorize the government authorized representative to either go ahead and repair the unit or provide information as to how to obtain a replacement rental.

12. Replacement Rental Units

The Contractor is responsible for the delivery, offloading and travel expenses, if applicable, when providing a replacement unit. Replacement units must be subject to inspection and acceptance by Canada.

13. Loss, damage, repairs

(a) Canada is responsible for loss or damage to the commercial highway tractors during the rental period and caused or contributed to by negligence or carelessness of representatives of Canada and recorded to the extent that the loss or damage is not the result of normal wear and tear. Loss or damage due to theft but not due to negligence of Canada will be self-underwritten by Canada.

(b) In a unit is returned to the Contractor at the end of the contract damaged, the Contractor must provide to Canada within thirty (30) business days after the return of the unit, a written estimate for the cost of the repairs or replacement of the loss to the TA. Repair work must be in accordance with industry standard.

(c) Canada may require the Contractor to provide three (3) quotes for repair work. Canada also reserves the right to obtain, through a third party, its own estimates for the identified repairs to validate the Contractor's estimate.

(d) Once the cost of the repairs is agreed upon by both parties, the Contractor must invoice Canada, in accordance with the invoicing provisions of the Contract, for the agreed amount. The Contracting Authority will resolve disagreements.

(e) If Canada decides to repair damage to a unit during the rental period, Canada will notify the Contractor before proceeding with the repairs. Both parties must agree to the repairs.

14. Vehicle Operators under the Age of twenty-five (25) years old

The operators of the Commercial Highway Tractor which will tow 53" Trailers may be under twenty-five years of age.

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ANNEX "B"

BASIS OF PAYMENT

Estimated Usages:

The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for one year and are an estimate of the requirement made in good faith.

Applicable Taxes

HST must not be included in the unit prices (but will be added as a separate item to any invoice issued)

Pricing:

All prices are firm, all-inclusive, unit prices in Canadian dollars, FOB Plant, Canadian customs duties and excise taxes included, HST excluded. HST is not included in the pricing but will be added as a separate item to any invoice issued.

For the total number of days that the Commercial Highway Tractor are rented, the Contractor will be paid reasonably and properly for the performance of the Work at the price per day as identified below. Actual costs will be limited to the actual number of days rented up to 90 days.

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PRICING BASIS "A" - 1. COMMERCIAL HIGHWAY TRACTOR

Item No	Item Description	Total No. of Units	UOI	Number of days	Firm Daily Rental Rate Per Unit To be invoiced monthly
1	Rental of Commercial Highway Tractor with sleeper (driver excluded) in accordance with Annex "A" Statement of Work.	6	EA	90 days	\$_____ EA

PRICING BASIS "A" – 2. ADDITIONAL KILOMETRIC RATE

Item No	Item Description	Total No. of Units	Number of Months	Estimated KM Per Month Per Unit	No. of Free KM Per Month Per Unit	Firm Rate Per KM (Exceeding free KM)
1	KM rate for KM's exceeding free KM's Per Month	6	3	15,000 KM	KM	\$_____ Per KM

ANNEX "C"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

-
- I. 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.

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.

2. Automobile Liability Insurance

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence.
- 2. The policy must include the following:

- a. Third Party Liability - \$5,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

3. Vehicles – Long term Lease

1. The Contractor must not insure the risks to Canada arising from the use or operation of vehicles leased by Canada on a long-term basis (over 30 days) except where Provincial law makes it mandatory for the Contractor to insure any leased vehicles. Where Provincial law makes it mandatory to insure a leased vehicle, the Contractor must obtain insurance coverage in respect of the vehicle supplied under the lease, and a copy or evidence of such insurance is to be provided to Canada.
2. Canada may decide not to purchase Collision, All Perils or Comprehensive insurance. The option that must be chosen by Canada when renting a vehicle must depend on the applicable [*Treasury Board Risk Management Policy*](#).
3. In the event of an accident that is self-insured by Canada (as Lessee), Canada must obtain a written estimate for the repairs and, in consultation with the Contractor (as Lessor), must decide where the repairs are to be performed. If the Contractor decides to have the damage repaired at another place and the cost of said repairs is higher than the estimate obtained by Canada, Canada must only pay the lesser amount. Further, if the Contractor decides that the vehicle is to be repaired at a place other than the place Canada chooses, the Contractor must be responsible to pay transport costs of the vehicle to the alternate location.
4. When a rental vehicle is in a disabling accident, all rental charges must cease on said vehicle.

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ANNEX "D" 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)

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ANNEX "E"

ADDITIONAL CERTIFICATION INFORMATION

1. Board of Directors

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - _____

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.