



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

TPSGC.PADGTLPRRecSoum-APTMDLPBidRec.  
PWGSC@tpsgc-pwgsc.gc.ca

Or see clause 2.2 of the RFP.

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Travel Procurement Services Division/Division des services  
d'approvisionnement en voyage  
L'Esplanade Laurier, East Tower 7t  
L'Esplanade Laurier, Tour est 7e é  
140 O'Connor, Street,  
140 O'Connor, rue O'Connor,  
Ottawa  
Ontario  
K1A 0R5

<b>Title - Sujet</b> Vehicle Rental Services-Miramar	
<b>Solicitation No. - N° de l'invitation</b> W0134-20R021/A	<b>Date</b> 2020-01-22
<b>Client Reference No. - N° de référence du client</b> W0134-20R021	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$LP-015-78370	
<b>File No. - N° de dossier</b> lp015.W0134-20R021	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-02-10</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dumoulin Daguihl, Mireille	<b>Buyer Id - Id de l'acheteur</b> lp015
<b>Telephone No. - N° de téléphone</b> ( ) - ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

## REQUEST FOR PROPOSAL (RFP)

### FOR VEHICLE RENTAL SERVICES IN SUPPORT OF FLYING OPERATIONS IN SAN DIEGO, MIRAMAR, CA, USA FOR THE DEPARTMENT OF NATIONAL DEFENCE (DND)

#### TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 STATEMENT OF REQUIREMENT .....	2
1.2 DEBRIEFINGS.....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>2</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	2
2.2 SUBMISSION OF BIDS .....	2
2.3 FORMER PUBLIC SERVANT .....	2
2.4 ENQUIRIES - BID SOLICITATION.....	4
2.5 APPLICABLE LAWS.....	4
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>4</b>
3.1 BID PREPARATION INSTRUCTIONS .....	4
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>5</b>
4.1 EVALUATION PROCEDURES .....	5
4.2 BASIS OF SELECTION .....	6
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>6</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	6
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	7
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>7</b>
6.1 SECURITY REQUIREMENTS .....	7
6.2 STATEMENT OF REQUIREMENT .....	7
6.3 STANDARD CLAUSES AND CONDITIONS.....	7
6.4 TERM OF CONTRACT .....	7
6.5 AUTHORITIES .....	8
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	9
6.7 PAYMENT .....	9
6.8 INVOICING INSTRUCTIONS .....	10
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	10
6.10 APPLICABLE LAWS.....	10
6.11 PRIORITY OF DOCUMENTS .....	10
<b>ANNEX "A"- STATEMENT OF REQUIREMENT.....</b>	<b>11</b>
<b>ANNEX "B" - BASIS OF PAYMENT.....</b>	<b>17</b>
<b>ANNEX "C" TO PART 3 OF THE BID SOLICITATION.....</b>	<b>19</b>
<b>ANNEX "D"- INFORMATION AND CONTACTS.....</b>	<b>20</b>
<b>ANNEX "E"- MANDATORY TECHNICAL EVALUATION GRID.....</b>	<b>21</b>

---

## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Requirement**

The Canadian Armed Forces (CAF) has a requirement for 55 rental vehicles, without drivers, while conducting flying operations in San Diego (Miramar), California, USA, during the period of 1 March 2020 to 28 March 2020.

More details are provided in Annex "A" – Statement of Requirement.

### **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.

## **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>) 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) Attn: Mireille Dumoulin Daguilh, [TPSGC.PADGTLPreSoum-APTMDLPBidRec.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PADGTLPreSoum-APTMDLPBidRec.PWGSC@tpsgc-pwgsc.gc.ca) by the date and time indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### **2.3 Former Public Servant**

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



## Definitions

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

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

## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 8 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 Alberta, Canada.

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**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

Section IV: Additional Information (1 electronic copy)

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

#### **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. The total amount of Applicable Taxes must be shown separately.

### 3.1.1 Electronic Payment of Invoices – Bid

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

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

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

### 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 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Bids must comply with all terms and conditions of this Request for Proposal, including Mandatory technical and financial Criteria in Annexes "A" and "B", to be considered responsive.

A bid that fails to meet all mandatory requirements of this RFP shall be disqualified from the bidding process and be given no further consideration.

Each mandatory technical criterion should be addressed separately in Annex "E", Technical Evaluation Grid:

- M.1** The Bidder must certify in their bid that they can meet all of the requirements and specifications stipulated in the Statement of Work at Annex A.

#### Bidder Instructions:

In addition to the certification, the Bidder should provide details on their proposed vehicles, including the following:

- 1. proposed make(s) and model(s) of vehicles; and
  - 2. for each proposed make and model of vehicle:
    - a. seating capacity (number of passenger seats) per vehicle;
    - b. luggage capacity, per Sedan and Passenger Van.
- M.2** The Bidder must demonstrate in their bid that they possess at least three (3) years, within the last five (5) years, of experience delivering Vehicle rental services. Client references may be contacted to verify this information.



---

**Bidder Instructions:**

- The Bidder should provide complete details as to where, when, month and year, and how the stated experience was obtained.
- The Bidder is requested to provide two (2) client references and any additional client references necessary to verify the minimum experience required. The following information is requested: business name, address, contact person and contact information, as well as the period(s) (start and end dates) during which services were provided.

If required Bidders may submit additional page(s) attached to the bid, in order to provide the required information.

A bid in which all the mandatory criteria have been met will proceed to the financial evaluation stage.

#### **4.2 Basis of Selection**

A bid must comply with all mandatory technical and financial evaluation criteria of the bid solicitation to be declared responsive. The responsive offer with the lowest evaluated price (in Annex B, Basis of Payment) will be recommended for award of a Contract.

The final number of required vehicles could vary based on Client final requirement.

If there are no bidders able to provide all vehicles, multiple contracts may be awarded to successful bidders in order of lowest evaluated price, until all requirements are fulfilled.

### **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 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>), 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 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 Requirement**

The Contractor must perform the Work in accordance with the Statement of Requirement 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>) 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**



Solicitation No. - N° de l'invitation  
W0134-20R021/A  
Client Ref. No. - N° de réf. du client  
W0134-20R021

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Ip0015 W0134-20R021

Buyer ID - Id de l'acheteur  
Ip0015  
CCC No./N° CCC - FMS No./N° VME

The period of the Contract is from the issuance of the contract until 28 May 2020 inclusive.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name : Mireille Dumoulin Daguilh  
Title : Supply Specialist  
Department : Public Works and Government Services Canada  
Acquisitions Branch  
Division : Travel Procurement Services Division - LP  
Address : Building Esplanade Laurier, East Tower  
140 O'Connor Street, 7<sup>th</sup> floor St 013 Ottawa, ON, K1A 0R5  
Telephone : 613-407-4443  
E-mail address : [mireille.dumoulindaguilh@tpsgc-pwgsc.gc.ca](mailto:mireille.dumoulindaguilh@tpsgc-pwgsc.gc.ca)

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

### 6.5.2 Technical Authority

The Technical Authority for the Contract is: ***"To be inserted at Contract Award"***

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Organization : \_\_\_\_\_  
Address : \_\_\_\_\_  
  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

The Technical 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 Technical Authority, however the Technical 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 Procurement Authority

The Procurement Authority for the Contract is: ***"To be inserted at Contract Award"***

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Organization : \_\_\_\_\_  
Address : \_\_\_\_\_  
  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_

Solicitation No. - N° de l'invitation  
W0134-20R021/A  
Client Ref. No. - N° de réf. du client  
W0134-20R021

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Ip0015 W0134-20R021

Buyer ID - Id de l'acheteur  
Ip0015  
CCC No./N° CCC - FMS No./N° VME

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### **6.5.4 Contractor's Representative "To be inserted at Contract Award"**

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Organization : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

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

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

#### **6.7 Payment**

##### **6.7.1 Basis of Payment- Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B – Basis of Payment. 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 Price**

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.

##### **6.7.3 Method of payment – Single Payment**

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 performed has been accepted by Canada.

#### **6.7.4 Electronic Payment of Invoices – Contract**

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

*To be inserted at contract award*

#### **6.8 Invoicing Instructions**

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.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment:

*To be inserted at contract award*

- 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 \_\_\_\_\_ (*To be inserted at contract award*).

#### **6.11 Priority of Documents**

If there is a discrepancy between the wordings 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);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Electronic Payment Instruments;
- f) Annex D, Information and Contact;
- g) the Contractor's bid dated \_\_\_\_\_. (*To be inserted at contract award*).



## **ANNEX "A"- STATEMENT OF REQUIREMENT**

### **1.0 Purpose**

- 1.1 The Canadian Armed Forces (CAF) has a requirement for rental vehicles, without drivers, while conducting flying operations in San Diego (Miramar), California during the period of 1 March 2020 to 28 March 2020.

### **2.0 Tasks**

- 2.1 The Contractor must provide rental vehicle of the following types of vehicle:
- a. 13 x sedans. Vehicles are to have four (4) doors and be capable of having a carrying capacity of five (5) people and their luggage (minimum two 20kg pieces of luggage per person);
  - b. 38 x 7 passenger minivans or large SUV capable of carrying 5+ people and their luggage (minimum two 20kg pieces of luggage per person); and
  - c. 4 x pickup truck with the towing capacity of 1000lbs and 2" hitch receiver.

### **3.0 Technical Requirement**

- 3.1 Contractor must provide the above tasks (as applicable) in accordance with the technical requirements detailed herein; requirements that the Contractor MUST be met for each vehicle include:
- a. Be in good condition, cleaned, mechanically checked, serviced and highway inspected prior to delivery;
  - b. Be no more than four years old and have no more than 75,000 kilometres;
  - c. Have air conditioning, in good serviceable working order;
  - d. Have power steering system;
  - e. Have all tires in new or near new condition, with at least seventy five percent (75%) or greater tread life remaining; and
  - f. Have a spare tire on a rim (compatible with the vehicle) in new or near new condition (with at least seventy five percent (75%) or greater tread life remaining) along with manufacturers' original tools necessary to change a flat tire.
- 3.2 Specifications detailed above are the minimum requirements. The Contractor may provide alternatives that exceed these requirements.
- 3.3 Insurance requirements the Contractor must provide for each vehicle include:
- a. Insurance that is defined as covering Collision Damage Waiver (CDW) shall be provided at a flat rate, and shown separately at Annex B. Other insurances, such personal accident, bodily Injury, property damages, theft, and liability will be the responsibility of the individual members. Incidents as a result of driver intoxication or removal of items within the vehicle that are not as a result of theft will be the sole responsibility of the member.

- b. The Public Liability and Property Damage (PL/PD) insurance minimum coverage of one million dollars (\$1,000,000.00).

**4.0 Delivery and return location:**

**4.1 Delivery and return location:**

Marine Corps Air Station Miramar  
Base Operations Building 9211  
San Diego CA USA

**4.2 Delivery and inspection of the vehicles process must be completed by the Contractor and the Technical Authority (TA), in accordance with the following:**

- a. Upon delivery of the vehicle being provided, any damages or problems must be annotated on the Vehicle Inspection Sheet. Any vehicle that is not in a good state will not be accepted by the TA. The CAF's Vehicle Inspection Sheet can be found at appendix 1 to this annex. This version or the contractor's version can be utilised as long as it contains at minimum the information on the CAF's version;
- b. The TA reserves the right to amend the Vehicle Inspection Sheet for any latent problems, defects or concealed damage within the first ten (10) days of delivery. Any amendments made to the Vehicle Inspection Sheet will be provided to the Contractor within 24 hours;
- c. The Contractor agrees to repair or replace without delay any vehicles found with any latent problems, defects or concealed damage if so requested by the TA. No extra charges must be incurred by the CAF during the replacement or repair of the vehicle, as it is the sole responsibility of the Contractor to deliver vehicles in satisfactory condition; and
- d. The TA and the Contractor shall sign duplicate copies of the Vehicle Inspection Sheet which shall be retained for use upon return of the vehicles at the termination or completion of the contract.

**4.3 The TA and the Contractor must complete acceptance of the vehicles process in accordance with the following:**

- a. At time of vehicle delivery, in the event a vehicle is defective or otherwise not in conformity with the requirements of this SOW, the TA shall have the right either to reject the vehicle or have the vehicle replaced within 24hrs; and
- b. Acceptance or rejection of the vehicle shall be made as promptly as practicable.

**4.4 The TA and the Contractor must complete the return of the vehicle process in accordance with the following:**

- a. The TA and the Contractor must note any damage or problems with the vehicles that do not correspond to the original Vehicle Delivery Inspection Sheet;
- b. The CAF shall only consider damage or problems with the vehicles that do not correspond to the original Vehicle Delivery Inspection Sheet for compensation; and
- c. The Contractor must provide a written estimate for any vehicle repairs as a result of neglect by CAF use within 48 hours of the return of the damaged vehicle.

- 4.5 The TA and the Contractor must address loss, damages and repairs of the vehicles must be addressed in accordance with the following:
- a. The CAF is NOT responsible for losses or damages due to normal wear and tear. The CAF will not be liable for the cost of repairs to rental vehicle failure or break down due to fair wear and tear. Some examples of normal wear and tear are:
    - i. Flat tires incurred during operations on paved or gravel roads;
    - ii. Metal fatigue (i.e. breaks at weld, broken springs, hinges, etc);
    - iii. Replacement of headlights, wiper blades, etc; and
    - iv. Repairs for minor damages resulting from non-negligence (e.g. chip in window, tiny dents in doors and general body area) shall not be authorized.
  - b. It is expressly agreed and understood that the CAF is ONLY responsible for losses, damages and repairs to the vehicles supplied under the Contract during the rental period that are caused by or contributed to by negligence or carelessness of the employees, officers or agents of Canada that are not covered by comprehensive insurance; and
  - c. For losses, damages and repairs that are the responsibility of the CAF and not covered by comprehensive insurance, the CAF has the right to obtain its own estimates through a third party on the identified repairs, in order to validate the Contractor's estimates. Once the value of the repairs had been established, the CAF will enter into a separate contract whereby the Contractor will invoice the CAF for the repairs in accordance with the new contract for the repairs.
- 4.6 The Contractor must complete Repair and Maintenance in accordance with the following:
- a. Maintaining vehicle from normal wear and tear; and
  - b. Picking up the vehicle within 12 hours and delivers the vehicle within the following 12 hours. In the case that the vehicle cannot be repaired within the time lines, the Contractor must provide another vehicle as a replacement. The vehicle must be of the same size and category of the original vehicle or better. Should the replacement vehicle require repairs, the Contractor must provide a new vehicle within 24 hours and will not bill Canada for the time required to provide the replacement vehicle until it has been delivered and inspected by the TA.
- 4.7 Requirement for facilitating the processing of traffic tickets will be as follows:
- a. All CAF personnel must pay, within the specified timeline, all parking fines or traffic tickets during the rental period; and
  - b. In the event that fines have not been paid, the Contractor will invoice the TA for traffic tickets received as a result of offenses caused by the CF or its personnel while operating the rental vehicle (eg. speeding tickets, parking tickets). An agreement administrative fee may be applied.
- 5.0 Constraints**
- 5.1 Vehicles must be able to be driven by multiple drivers. All will be a minimum of 18 years of age and hold a valid DND Driver's Licence (DND 404).



- 
- 5.2 Vehicles must be available for rent daily, weekly and/or monthly.
- 5.3 Under normal circumstances, the Contractor must complete all paperwork must be completed by the Contractor in advance of the CAF personnel arriving to expedite the vehicle pick up process as quickly as possible.
- 6.0 CAF Personnel under 21 Years Old**
- 6.1 CAF personnel under 21 years old will be allowed to drive rental vehicles as long as they are driving on authorized Canadian government/Canadian military business. A surcharge will be allowed as shown in Annex B - Basis of Payment.
- 7.0 CAF Personnel between 21 and 24 Years Old**
- 7.1 For CAF personnel between 21 and 24 years old, will be allowed to drive rental vehicles as long as they are driving on authorized Canadian government/Canadian military business. A surcharge will be allowed as shown in Annex B - Basis of Payment.
- 8.0 Responsibilities**
- 8.1 Contractor Responsibilities
- a. Contractor must provide vehicles that have a minimum of a one quarter (¼) tank of fuel upon issuance and agree to accept the vehicle to be returned with the same quantity of fuel that it was issued with;
  - b. Contractor must provide a local point of contact and provide a contact number for a Contractor representative to respond to CAF queries on a twenty four ( 24) hours, seven (7) days a (24/7) week basis. Local is defined as being resident in the vicinity of Miramar/San Diego to where the vehicle(s) are being rented. This point of contact must have the authority to liaise with the TA on site and ensure any issues can be resolved promptly; and
  - c. The Contractor must ensure that all documentation, including insurance, to allow more than one driver per vehicle is prepared and provided at no extra cost to the CAF. This documentation will be provided to the TA at vehicle pick up.
- 8.2 CAF Responsibilities
- a. The CAF will ensure drivers are qualified to operate vehicles they are assigned to drive;
  - b. The CAF will use the rental vehicles for their intended use;
  - c. The CAF will provide fuel for the vehicles while in their use;
  - d. The CAF will ensure that each vehicle will be returned with the same quantity and type of fuel (diesel or gasoline) it was issued with; and
  - e. The CAF will contact police to file and obtain a police report for any loss, damages and repairs to the vehicle. The police report will determine liability for damages for the purposes of insurance.

---

## **9.0 Deliverables**

- 9.1 The Contractor must provide the following deliverables in accordance with this statement of work on an as-and-when requested basis.
- a. Rentals of the vehicles described in 2.1 tasks above; and
  - b. Assist the processing of traffic violations by ensuring the TA is provided the information as quickly as possible. Ensure all information relevant to the rental vehicle involved in the violation is provided (ie vehicle type, tag number, pick up and drop off dates).

## **10.0 Termination**

- 10.1 In the event the Exercise is cancelled or changed, CAF Procurement Authority will advise the contractor minimum 48 hours in advance of cancellation with termination or contract amendment. For less than 48 hours' notice, Canada will pay a penalty of one rental day per cancelled vehicle.

CAF may extend service beyond 28 March 2020. The TA will liaise with the Contractor no less than 48 hours of notice to confirm ability to provide required vehicles for duration of extension. Upon agreement/confirmation by the Contractor a contract amendment will be prepared by the PSPC Contracting Authority.

## **11.0 Mechanical Breakdown**

- 11.1 In the event that a rental vehicle mechanically breaks down, it must be replaced promptly with a similar vehicle. If it cannot be replaced promptly with a similar vehicle, the Contractor must upgrade, at the same rate as the broken rental vehicle, to the next available category; or provide a similar vehicle from another rental agency at the same rate as that of the broken rental vehicle.



APPENDIX 1

Receipt from rental agency

Vehicle Inspection Sheet

Return to rental agency

Received by:

Rank:

Name:

Checked by:

Rank:

Name:



Wipers	Mirrors
Windshield Washer	Upholstery
lights	Seat belts
Tires (condition)	Fluid Levels:
Hub caps (4)	gas
Spare tire	oil
Jack assembly complete	trans
Wheel wrench	brake
Warning triangle	

Original Vehicle Véhicule original	Replacement Remplacement
TN#	Veh Type
Licence Permis	
Time in Heure entrée	
Time out Heure sortie	
Km in Km entrée	
Km out Km sortis	
Km driven Km conduit	

Rental agency driver's signature
Drop off:
Pick up:



Wipers	Mirrors
Windshield Washer	Upholstery
lights	Seat belts
Tires (condition)	Fluid Levels:
Hub caps (4)	gas
Spare tire	oil
Jack assembly complete	trans
Wheel wrench	brake
Warning triangle	



Solicitation No. - N° de l'invitation  
W0134-20R021/A  
Client Ref. No. - N° de réf. du client  
W0134-20R021

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Ip0015 W0134-20R021

Buyer ID - Id de l'acheteur  
Ip0015  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "B" - BASIS OF PAYMENT

The Bidder must provide vehicle rental services in accordance with Annex A – Statement of Requirement, at the following rates. Basis of Payment will be firm monthly/weekly/daily rate per vehicle with unlimited mileage, CDW included, in **Canadian dollars (CAD) or US dollars**, taxes not included, as per the table below. All other fees must be included in the rate: i.e.: Airport Concession Recovery Fee, Energy Recovery Fee, or any other fees or surcharges, if applicable.

**Unit prices must be shown everywhere applicable, including in the spots where there is zero value.**

**Note:** All fees and applicable taxes will be used for financial evaluation.

Contractor must show all applicable taxes in this table.

Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

Type of Vehicle	Start Date 2020	End Date 2020	# Days	# of Vehicles (A)	Monthly Rate CAD or USD (including CDW) (B)	Weekly Rate CAD or USD (including CDW) (C)	Daily Rate CAD or USD (including CDW) (D)	Total = A X (B+C+D) CAD or USD
Sedan	1 Mar 20	28 Mar 20	28	1	\$ x 0	\$ x 4	\$ x 0	\$
Pax Van	1 Mar 20	26 Mar 20	26	12	\$ x 0	\$ x 3	\$ x 5	\$
1/2 Ton Pick Up truck w/ 2" Hitch	1 Mar 20	26 Mar 20	26	38	\$ x 0	\$ x 3	\$ x 5	\$
	1 Mar 20	28 Mar 20	28	4	\$ x 0	\$ x 4	\$ x 0	\$
<b>Number of vehicles:</b>				55	Sub-Total Vehicles			
Pick-up and delivery charge if applicable (to destination and return):				Rate per vehicle for delivery:		X 55 vehicles		
* Sub-Total underage drivers' surcharge (surcharge rate/driver/day: \$ ), for 20 days, and 5 drivers						=		
(1) SUB-TOTAL (Sub-Total Vehicles + Sub-Total Vehicle Delivery + Sub-Total drivers surcharge):								
				Sub-Total Federal/State/Provincial Tax				
				Sub-Total Tax underage drivers :				
				(2) SUB-TOTAL TAX FEES:				
TOTAL CONTRACT AMOUNT (Sub-Total Vehicles + Sub-Total Vehicle Delivery Fees + Sub-Total drivers surcharge + Tax Fees )				(1+2)				
						CAD or USD		

Solicitation No. - N° de l'invitation  
W0134-20R021/A  
Client Ref. No. - N° de réf. du client  
W0134-20R021

Amd. No. - N° de la modif.  
File No. - N° du dossier  
lp0015 W0134-20R021

Buyer ID - Id de l'acheteur  
lp0015  
CCC No./N° CCC - FMS No./N° VME

---

\* Underage drivers: the number of underage drivers and the number of days they will drive, are given for evaluation purpose only. Those numbers may change at Contract award.

Insert Currency used: \_\_\_\_\_

Indicate % of applicable Federal Tax: \_\_\_\_\_

Indicate % of applicable State/Provincial Tax: \_\_\_\_\_ (Note that Alberta does not have PST)

Indicate % of applicable Local Tax: \_\_\_\_\_

Other tax % (if applicable): \_\_\_\_\_

CDW Insurance rates: Sedan: \$\_\_\_\_\_ per day; Pax Van: \$\_\_\_\_\_ per day; Pick Up =\$\_\_\_\_\_ per day

Solicitation No. - N° de l'invitation  
W0134-20R021/A  
Client Ref. No. - N° de réf. du client  
W0134-20R021

Amd. No. - N° de la modif.  
File No. - N° du dossier  
lp0015 W0134-20R021

Buyer ID - Id de l'acheteur  
lp0015  
CCC No./N° CCC - FMS No./N° VME

---

**ANNEX "C" to PART 3 OF THE BID SOLICITATION  
ELECTRONIC PAYMENT INSTRUMENTS**

*The Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.*

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

- ☐ Cheque;
- ☐ VISA Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only).



## ANNEX "D"- INFORMATION AND CONTACTS

### 1. Bidder Information:

Name:	
Position/title:	
Telephone number:	
Cellular number:	
Fax number:	
E-mail address:	
Company legal name:	
Company operating name	
Address:	
Procurement Business Number PBN (if any):	
This company is:	An individual ( ); a Corporation ( ) or a Joint Venture ( )

### 2. Vehicle Rental Company Information:

Company legal name:	
Company operating name:	
Street address:	
City:	
Province/ State:	
Postal /Zip or Area Code:	
Direct phone number:	
Fax number:	
Toll free number:	
Reservation phone number:	
Reservation e-mail address:	
Website address:	
Procurement Business Number (PBN), if any:	

#### **Note: Procurement Business Number (PBN) for Canadians Bidders only**

If you do not have a PBN, please obtain your number using the following instructions:

Canadian suppliers are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Suppliers may register for a PBN in the Supplier Registration Information service on line at: <https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJldGlvdj1yZWdpc3Rlci5pbmRybyZpZD0x&lang=eng>

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.

### ANNEX "E" - MANDATORY TECHNICAL EVALUATION GRID

Bids must comply with all terms and conditions of this Request for Proposal, including Mandatory technical and financial Criteria in Annexes "A" and "B", to be considered responsive.

A bid that fails to meet all mandatory requirements of this RFP shall be disqualified from the bidding process and be given no further consideration.

The Bidder must provide the information required in the table below to support compliance with the RFP requirements.

CRITERIA	BIDDER'S INFORMATION	
1- The Bidder must certify in their bid that they can meet all of the requirements and specifications stipulated in the Statement of Work at Annex A		
2-The Bidder must demonstrate in their bid that they possess at least three (3) years, within the last five (5) years, of experience delivering Vehicle rental services. Client references may be contacted to verify this information	<u>Experience #1:</u> Vehicles:  Dates:  Client references:	
	<u>Experience #2:</u> Vehicles:  Dates:  Client references:	
	<u>Experience #3:</u> Vehicles:  Dates:  Client references:	
3- Proposed make(s) of Sedans		
4- Proposed model(s) of Sedans		
5- Number of passengers seats of Sedans		
6- Luggage capacity of Sedans		
7- Proposed make(s) of Vans		
8- Proposed model(s) of Vans		
9- Number of passengers seats of Vans		
10- Luggage capacity of Vans		