

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

See herein for bid submission
instructions/
Voir la présente pour les
instructions sur la presentation
d'une soumission

NA

Request For a Standing Offer

Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics
et services gouvernementaux
Canada Place/Place du Canada
Suite 1000
10th Floor/10e étage
9700 Jasper Ave/9700 ave Jasper
Edmonton
Alberta
T5J 4C3

Title - Sujet Cargo and Passenger Vehicle Rentals	
Solicitation No. - N° de l'invitation EW479-210817/A	Date 2020-09-02
Client Reference No. - N° de référence du client EW479-210817	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-034-11891
File No. - N° de dossier EDM-0-43077 (034)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-09-18	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Nigam, Nidhi	Buyer Id - Id de l'acheteur edm034
Telephone No. - N° de téléphone (587)532-8142 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE VARIOUS DND ALBERTA LOCATIONS Alberta Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

CARGO & PASSENGER VEHICLE RENTAL FOR OPERATIONAL USE

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EDM034
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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

1.2 Summary

- 1.2.1 A Regional Master Standing Offer (RMSO) is required for the provision of all labour, transportation, equipment, supervision, tools and materials necessary to provide short term (less than 6 months) passenger and cargo vehicle rentals as required for operational use by the Department of National Defence (DND), Canadian Forces Base (CFB) Edmonton, Alberta and CFB, Wainwright, Denwood, Alberta. The rental period may be daily, weekly or monthly. All rentals are for operational purposes and will be driven by DND Personnel only.

Delivery Points for Canadian Forces Base (CFB) Edmonton:

Department of National Defence
BLDG 187 Sapper Way
PO Box 10500 STN Forces
Edmonton, AB, T5J 4J5

Delivery Points for Canadian Forces Base (CFB) Wainwright:

Department of National Defence
Supply Section BLDG
3 CDSB Garrison Wainwright
Denwood, AB, T0B 1B0

The Standing Offer will be in effect for three years from the date of authorization. It is Canada's intention to issue up to three (3) standing Offers for each geographical location.

1.2.2 The requirement is subject to a preference for Canadian services.

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

1.3 Debriefings

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

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates.

M1004T (2016-01-28), Condition of Material – Offer

2.2 Submission of Offers

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

PWGSC Western Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction 2006, or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date. Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- 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: 2019-01 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

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

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

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.

3.1.2 Exchange Rate Fluctuation

C3011T (2014-11-27), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- a) Compliance with the terms and conditions contained in this document.

4.1.2 Financial Evaluation

4.1.2.1 The total assessed offer price quoted in "Annex B – Basis of Payment" will be calculated in the following method:

- a) The unit prices offered for line items 1, 2, 3 and 4 (mandatory vehicle description) will be multiplied by the associated estimated usage. For line item 13, the percentage discount quoted will be applied to the estimated usage amount for that item. The extended totals, for all mandatory line items for all periods will be aggregated to reach the total assessed offer price. Refer to Annex "B "Basis of Payment.
- b) The prices quoted for line items 5, 6, 7, 8, 9, 10, 11, and 12 (optional vehicle description) and the additional kilometer rates will not form part of the evaluation. Refer to Annex "B "Basis of Payment.

SACC Manual Clause M0222T (2016-01-28), Evaluation of Price-Canadian/Foreign Bidders (if applicable)

4.2 Basis of Selection

4.2.1 SACC Manual Clause M0031T (2007-05-25), Basis of Selection - Mandatory Technical Criteria Only

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

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

The Offeror certifies that:

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

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

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "E" (STANDING OFFERS REPORTING). If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **2020-10-01 to 2023-09-30 inclusive**.

7.4.4 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nidhi Nigam
Title: Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address: Canada Place / Place du Canada
10th Floor / 10e étage
9700 Jasper Ave / 9700 ave Jasper
Edmonton, Alberta, T5J 4C3

Telephone: 587-532-8142
Facsimile: 780-497-3510
E-mail address: nidhi.nigam@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer for CFB Edmonton is: (To be released upon award)

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

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

The Project Authority for the Standing Offer for CFB Wainwright is: (To be released upon award)

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

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

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

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7.5.3 Offeror's Representative (Offeror to complete)

The names, titles and telephone numbers of the Offeror's permanent staff members cleared to receive call-ups from Identified Users:

The names, titles and telephone numbers of the Offeror's permanent staff members cleared to receive call-ups from Identified Users:

Name: _____
Title: _____
Telephone No.: _____
Facsimile No.: _____
E-mail Address: _____

Contact Personnel for questions regarding the Standing Offer:

Name: _____
Title: _____
Telephone No.: _____
Facsimile No.: _____
E-mail Address: _____

Contact Number, Emergency Repair / Breakdown:

Telephone No.: _____
Hours of Operation: _____

Contact for Reservations:

Telephone No.: _____
Facsimile No.: _____
E-mail Address: _____
Internet Address: _____
Hours of Operation: _____

Customer Service Contacts:

Name(s): _____
Telephone No.: _____
Facsimile No.: _____
Internet Address: _____
E-mail Address: _____
Hours of Operation: _____

List all facility locations in Northern Alberta providing service under the standing offer, with contact information and hours of operation of each. Attach a separate sheet(s) if necessary.

7.6 Proactive Disclosure of Contracts with Former Public Servants

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: 2019-01 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.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, Canadian Forces Base, Edmonton, Alberta and Canadian Forces Base, Wainwright, Alberta.

7.8 Call-up Procedures

Proportional basis:

a) Call-ups will be issued on a proportional basis such that the highest-ranked Offeror receives the largest predetermined portion of the work; the second highest-ranked Offeror receives the second largest predetermined portion of the work, etc. This call-up procedure will be followed, unless an Offeror did not perform satisfactorily on previous call-ups and a decision has been made not to call upon them again or if they are unable to respond within the specified response time or provide the requisite service, then another Offeror may be contacted to perform the work.

b) For each individual Call-up, Offerors will be approached and considered using a distribution system. This system will track all call-ups assigned to each contractor and will maintain a running total of the value of business distributed. The system will contain for each Offeror and Ideal Business Distribution percentage which has been established as follows; 50% of the business for the top ranked Offeror, 30% for the second ranked Offeror and 20% for the third ranked Offeror. In the event fewer than three (3) Offers are successful, the work distribution will be modified in similar proportions. The Offeror who is the furthest under the ideal amount of business that they should have received in relation to the other Offeror will be selected for the next call-up.

- c) The Offeror's estimated proportion based on evaluation is: _____ (TBD)

7.9 Call-up Instrument

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

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$400,000.00** (Applicable Taxes included).

7.11 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2020-05-28) ; General Conditions - Services (Medium Complexity) apply to and form part of the Contract.
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) Annex D, Insurance Requirements;
- h) the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" **or** "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable).

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13.2 SACC Manual Clauses

M3060C (2008-05-12), Canadian Content Certification

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (insert the name of the province or territory as specified by the Offeror in its offer, if applicable).

7.15 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2020-05-28), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

7.2.2 SACC Manual Clauses

M3000C (2006-08-15), Price Lists
M3800C (2006-08-15), Estimates

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from _____ to _____ inclusive.

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm unit price(s) in Annex "B"*. Customs duties are *included* and Applicable Taxes are extra.

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

7.5.2 Limitation of Expenditure

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.

7.5.3 SACC Manual Clauses

SACC Manual Clause H1000C (2008-05-12), Single Payment (for short term rentals – less than four (4) weeks)

SACC Manual Clause H1008C (2008-05-12), Monthly Payment (for long term rentals – greater than four (4) weeks)

7.5.4 SACC Manual Clauses

SACC Manual Clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department.

7.5.5 Electronic Payment of Invoices – Call-up

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

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

7.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. A copy of the Call-up against a Standing Offer and any other documents as specified in the resulting contract.

2. Invoices must be distributed as follows:

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

Invoices for Canadian Forces Base (CFB) Edmonton to be sent to:

Department of National Defence
1 SVC BN SUP COY BLDG 236
Edmonton, AB, T5J 4J5

Invoices for Canadian Forces Base (CFB) Wainwright to be sent to:

Department of National Defence
Supply Section BLDG
3 CDSB Garrison Wainwright
Denwood, AB, T0B 1B0

- b. Each Invoice must reflect the customer's Purchase Order (PO) number and a separate invoice must be submitted for each detail.

7.7 Insurance – Specific Requirements

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

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

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

7.8 SACC Manual Clauses

SACC Manual Clause A9049C (2011-05-16), Vehicle Safety
SACC Manual Clause A9062C (2011-05-16), Canadian Forces Site Regulations
SACC Manual Clause B7500C (2006-06-16), Excess Goods

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

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- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A"

STATEMENT OF REQUIREMENT

CARGO & PASSENGER VEHICLE RENTAL FOR OPERATIONAL USE

1. Requirement

A Regional Master Standing Offer (RMSO) is required for the provision of all labor, transportation, equipment, supervision, tools and materials necessary to provide short term (less than 6 months) passenger and cargo vehicle rentals as required for operational use by the Department of National Defence (DND), Canadian Forces Base (CFB) Edmonton, Alberta and Canadian Forces Base (CFB) Wainwright, Alberta. The rental period may be daily, weekly or monthly. All rentals are for operational purposes and will be driven by DND Personnel only.

Each vehicle supplied must meet the provisions of the Motor Vehicle Safety Act of Canada and the regulations there under that are in force on the date of its manufacture.

The vehicles rented may be used for towing purposes and may be driven on gravel roads and uneven terrain. Vehicles will be driven throughout Alberta and may be driven throughout Western Canada and in the United States.

Vehicles must not be more than two years old, having no more than 100,000 kilometers at time of call-up, in good repair and in clean condition.

The Offeror represents and warrants that:

- it has full power and authority to rent the motor vehicle to Canada, and
- during the period of the rental of the motor vehicle, if Canada is not in default in carrying out any of Canada's obligations under the Standing Offer, Canada will have unlimited use of the motor vehicle without disturbance from the Offeror, except when the Offeror is performing maintenance pursuant to the provisions of the Standing Offer, and without disturbance by any person lawfully claiming by, through, or under the Standing Offer.

DND WILL NOT SIGN THE OFFEROR'S RENTAL AGREEMENT, AS THE TERMS AND CONDITIONS OF THIS STANDING OFFER TAKE PRECEDENCE.

2. Title to Rented Motor Vehicle

Title to the motor vehicle supplied under any call-up made against the Standing Offer will at all times remain with the Offeror.

3. Terms and Conditions

- When vehicles are required, DND will submit a 942 Call-up against a Standing Offer form or electronic document to the Offeror. The call-up form or electronic document will describe the vehicles required and for what rental period (day(s), week(s), month(s)).
- DND will give:
 - 7 calendar days notice before the rental period start date to the Offeror when no more than 10 vehicles are required.
 - 10 calendar days' notice before the rental period start date to the Offeror when no more than 20 vehicles are required.

- 15 calendar days' notice before the rental period start date to the Offeror when 20-40 vehicles are required.
 - 25 calendar days' notice before the rental period start date to the Offeror when 40-60 vehicles are required.
 - 40 calendar days' notice before the rental period start date to the Offeror when more than 60 vehicles are required.
- DND's high operational periods are usually **February, March, April, May, September and October**. During these periods there may be a requirement for vehicle rentals higher than usual. Offeror should be prepared to meet the high demand of call-ups they can receive during these months.
 - The Offeror must respond within 24 hours of receipt of a 942 Call-up against a Standing Offer form or electronic document confirming receipt and the vehicles requested are available.
 - In the case of an emergency situation like flooding and fire, DND will give 24 hour notice before the rental period start date.
 - Any changes to the 942 Call-up against a Standing Offer form or electronic document, need to be approved by the Project Authority in writing prior to the delivery of any vehicles.
 - If the vehicle type requested is not available an upgrade to a comparable vehicle, subject to the acceptance of Canada, may be provided at no extra charge until the vehicle type requested is available.
 - The vehicles are to be delivered to / picked up from the DND location as indicated on the 942 Call-up against a Standing Offer form or electronic document as provided.
 - The vehicles required must be available for use and at the DND location requesting the vehicles, 24 hours before the rental start date.
 - The vehicles must be picked-up by the Offeror within 72 hours of the rental end date. If there is a delay by the offeror in picking up of the vehicles, DND will not be charged for any type of cleaning of vehicles that has happened as a result of delay in pick up by the offeror.
 - **Notice of Call-up cancellation will be made 7 calendar days prior to the rental period start date. If notice is given under 7 calendar days, a cancellation fee will apply.**

4. Inspections

DND reserves the right to inspect the offered vehicle(s) prior to acceptance.

Prior to acceptance of the vehicle, DND and the Offeror, will inspect the vehicle(s) by completing a Vehicle Inspection Report reporting the condition of each vehicle. The Vehicle Inspection Report will be provided by the Offeror and will include but isn't limited to, odometer readings, damages, malfunctions, cracks in windshield, scratches in paint or interior, dents on the body, date/time of delivery, etc. The Vehicle Inspection Report will be signed and dated by DND and the Offeror.

Upon return of the vehicle, DND and the Offeror will inspect the vehicle(s) along with reviewing the original Vehicle Inspection Report making sure no additional damages have occurred to the vehicle. Any additional damages will then be documented along with the odometer reading and the date/time of pick-up. Only the additional damage recorded upon return of the vehicle will be considered for compensation by Canada.

5. Maintenance

Full maintenance related to normal wear and tear as defined below will be the responsibility of the Offeror. The DND location renting the vehicle(s) will not make or cause to have made any maintenance without the consent of the Offeror.

The Offeror will be responsible for any scheduled servicing to be done to a vehicle as per the operators manual. The Offeror will supply another vehicle of the same type and size to the DND location indicated

on the original 942 Call-up against a Standing Offer form or electronic document, 48 hours prior to the scheduled service date/time. The Offeror will be responsible to pick-up/return the vehicle to DND, along with any costs associated to the servicing.

In cases when a vehicle breaks down, a replacement vehicle of the same type and size, must be provided within 48 hours of receipt of notification of break down. The replacement vehicle will be delivered to the DND location indicated on the original 942 Call-up against a Standing Offer form or electronic document. If the Offeror decides to fix the vehicle through an affiliated agent, the Offeror will be responsible to get the vehicle to and from the affiliated agent location along with any costs associated with the repair.

Down time will be considered when computing the monthly charges for maintenance as required.

6. Normal Wear and Tear

The term "normal wear and tear" refers to the natural amount of deterioration, which can be expected over the term of the rental and include:

- tire wear, paint chips and minor scratches that do not extend to the base metal;
- all paint scratches and paint wear and minor dents to interior, top rails and tailgates of pick-up trucks;
- paint chips caused by stones thrown by the wheels of the vehicles;
- frayed or stretched emergency brake cables;
- interior wear and tear of vehicles not including holes, burns or tears of interior surfaces;
- interior wear of trucks including all paint scratches;
- tire wear and damage, provided that the tires meet provincial safety standards;

Removal of decals or signage and any resultant paint repairs are not considered normal wear and tear and will be chargeable as a repair.

7. Offeror / DND - Responsibilities

7.1. The Offeror's responsibilities will include:

- deliver the vehicle to the destination specified in the contract;
- take charge of the vehicle at termination of the contract;
- supply of vehicle with a full tank of fuel for each rental;
- vehicle licensing, permits or exemptions;
- full maintenance due to normal wear and tear;
- replacement of tires and tire repairs to provincial standards;
- provision of snow tires when requested;
- provide another authorized vehicle of the same type and size to replace a vehicle removed from service for repair for a period of more than twenty-four (24) hours. Downtime will be considered in the calculation of monthly fees; and
- provisions of bulkheads separating cargo area from the driver/passenger area in all cargo vans.

7.2. DND's responsibilities will include:

- the supply of fuel during the rental period;
- oil, fluids and lubricants required between regular changes;
- return to the Offeror, all vehicle parts replaced, including damaged or worn tires;
- return of vehicle with a full tank of fuel to Offeror;
- washing of vehicle before return to Offeror;
- flat tires when the vehicle is in use by DND.

8. Damages and Lost Time

DND is responsible for loss and damage to the vehicle supplied under a 942 Call-up Against a Standing Offer form or electronic document during the rental period if caused by the negligence or carelessness of employees of Canada and recorded to the extent that the loss or damage is not the result of an Act of God (unforeseen naturally occurring events like fires, floods, weather conditions) or normal wear and tear.

DND will obtain a written estimate for the repairs and in consultation with the Offeror, decide where the repairs are to be performed. If the Offeror decides to have the damage repaired at a place of its choice and the cost of said repairs are higher than the estimate obtained, DND will only pay the lesser amount.

Once the value of the repairs has been established and agreed to by DND, the Offeror will get the vehicle repaired. Invoices must include copies of the estimates and the actual repair invoices.

If the vehicle has been damaged due to the negligence or carelessness of employees of Canada, lost time will be considered based on the daily rental rate and negotiated between the Standing Offer Authority, the Offeror and DND.

9. Traffic Violations

DND will be responsible for all costs associated with Highway Traffic Act violations, parking infractions, toll fees, red light camera violations and impound fees.

All ticket fines will be processed by the Offeror. An invoice recovering these costs along with any administration fees will be forwarded to the applicable DND location for payment within two months of receipt of fine.

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ANNEX "B"

BASIS OF PAYMENT

ATTACHED

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ANNEX “C” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX "D"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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

3. Short Term Lease

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

Solicitation No. - N° de l'invitation
EW479-210817/A
Client Ref. No. - N° de réf. du client
EW479-210817

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-0-43077

Buyer ID - Id de l'acheteur
EDM034
CCC No./N° CCC - FMS No./N° VME

ANNEX "E" STANDING OFFER USAGE REPORT

Quarterly Usage Report Schedule:

Period:	Report Due:
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

The Offeror hereby offers to provide information on completed Call-ups as per the format below:

Supplier Name		Standing Offer Name	
Standing Offer Number		Reporting Period	
Standing Offer Authority	Nidhi Nigam		

Call-up Number	Dollar Value (Taxes included)
(A) Total Dollar Value Call-ups for this reporting period:	
(B) Accumulated Call-up totals to date:	
(A+B) Total Accumulated Call-ups	

NIL REPORT: During the above reporting period there have been no call-ups issued against this Standing Offer ().

PREPARED BY:	
NAME	
TELEPHONE NUMBER	
SIGNATURE	
DATE	

Send Report to: TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca