



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Voir dans le document/
See herein

NA
Québec
NA

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7^e étage, suite 7300
Montréal
Québec
H5A 1L6

Title - Sujet RMSO - Rental of Tractors & Trucks	
Solicitation No. - N° de l'invitation E6MON-200012/B	Date 2020-09-14
Client Reference No. - N° de référence du client E6MON-200012	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-625-15842
File No. - N° de dossier MTA-0-43012 (625)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-10-06	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée Voir doc.	
Address Enquiries to: - Adresser toutes questions à: Lavoie, Corine	Buyer Id - Id de l'acheteur mta625
Telephone No. - N° de téléphone (514)207-4777 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Ministères des services publics et approvisionnement Canada Tous les ministères et organisms fédéraux Région du Québec Québec 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

This bid solicitation cancels and supersedes previous bid solicitation number E6MON-200012/A dated May 28, 2020 with a closing of August 4, 2020 at 14:00 EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	5
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	5
PART 2 - OFFEROR INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS	6
2.3 FORMER PUBLIC SERVANT	6
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	8
2.5 APPLICABLE LAWS.....	8
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	8
3.1 OFFER PREPARATION INSTRUCTIONS.....	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES	9
4.2 BASIS OF SELECTION.....	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	11
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	11
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	12
6.1 FINANCIAL CAPABILITY	12
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	12
A. STANDING OFFER	12
7.1 OFFER	12
7.2 SECURITY REQUIREMENTS	12
7.3 STANDARD CLAUSES AND CONDITIONS	12
7.4 TERM OF STANDING OFFER.....	14
7.5 AUTHORITIES	14
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	15
7.7 IDENTIFIED USERS	15
7.8 CALL-UP PROCEDURES	15
7.9 CALL-UP INSTRUMENT	17
7.10 LIMITATION OF CALL-UPS.....	18
7.11 PRIORITY OF DOCUMENTS.....	18
7.13 CERTIFICATIONS AND ADDITIONAL INFORMATION	18

7.14	APPLICABLE LAWS	18
7.15	TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	18
B.	RESULTING CONTRACT CLAUSES	19
7.1	REQUIREMENT	19
7.2	STANDARD CLAUSES AND CONDITIONS	19
7.3	TERM OF CONTRACT	19
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	19
7.5	PAYMENT	19
7.6	INVOICING INSTRUCTIONS	20
7.7	INSURANCE REQUIREMENTS.....	21
7.8	SACC <i>MANUAL</i> CLAUSES	24
ANNEX "A"	25
	REQUIREMENT	25
ANNEX B	31
	BASIS OF PAYMENT.....	31
ANNEX C	33
	RATE TABLE.....	33
ANNEX D	33
	CONTRACTOR'S CONTACT AND LIST OF BRANCHES PER REGION	33
ANNEX "E"	34
	ELECTRONIC PAYMENT INSTRUMENTS	34
ANNEX " F "	35
	COMPLETE LIST OF COMPANY BOARD OF DIRECTORS	35

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 Security, Financial and 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 Requirement (Annex A), the Basis of Payment (Annex B), the Rate Table (Annex C), the Contractor's Contact and List of Branches per Region (Annex D), the Electronic Payment Instruments (Annex E), and the Complete List of Company Board of Directors (Annex F).

1.2 Summary

(i) Title: Regional Master Standing Offer (RMSO) for Rental of Road Tractors, Semi-trailers, Cargo Carriers and Bucket Trucks - Quebec region

(ii) Description:

Provide, as and when requested, rental services for semi-trailers, road tractors, cargo carriers and bucket trucks to all Government of Canada departments, organizations, Crown corporations and agencies in the Quebec Region.

For the Standing Offer purposes, rental services will be provided to the federal departments, organisations and agencies in any of the fifteen (15) province of Quebec administrative regions covered in the Standing Offer. The Outaouais (administrative region 07, National Capital Region) and the Nord-du-Quebec (administrative region 10) are excluded.

Although this RMSO is available to all federal departments it is anticipated that the main user will be the Department of National Defence (DND). Specifically, the main sectors that will use this RMSO are:

- 1) Quebec Region (*Valcartier*) :
Mainly including the Canadian Forces Base in Valcartier and Defence Research and Development Canada (DRDC) - Valcartier;
- 2) Montreal Region (*Longue-Pointe*) :
Mainly including the Canadian Forces Base in Longue-Pointe
- 3) Montréalégie Region (*St-Jean and St-Hubert*):
Mainly including the Canadian Forces Bases in St-Jean and St-Hubert;
- 4) Saguenay Region (*Bagotville*):
Mainly including the Canadian Forces Base in Bagotville.

An offeror inventory is being drawn up for semi-trailer, road tractor, cargo carriers and bucket trucks rental services, by area, for various categories of vehicles and different rental durations (short term (30 days or less) and long term (more than 30 days)).

Offerors may bid on one or more regions and vehicle categories identified in Annex C, Rate Table.

(iii) Standing Offer Period :

The Standing Offer will be for a period ending August 11, 2022

(iv) Multiple Standing Offers :

Canada expects to issue multiple standing offers to offerors of heavy vehicle rental services who meet the evaluation criteria and pass the selection procedure detailed herein. The inventory will be accessible to all regions covered by this Request for Standing Offers.

(v) Standing Offer value :

An undetermined number of Standing Offers may be established subsequent to this Request for Standing Offers. To make administration of the Standing Offers easier, all Standing Offers issued subsequent to this solicitation will reflect a dollar value of "NIL". This does not limit the volume of business the Offeror may do with the Federal Government.

(vi) For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO).

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

(viii) The requirement is limited to Canadian services.

(ix) The Request for Standing Offers (RFSO) is to establish Regional Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users in the applicable Quebec administrative regions, excluding locations within Quebec that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within

Quebec will have to be treated as a separate procurement, outside of the resulting standing offers.

- (x) 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](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.1.1 SACC Manual Clauses

[A3015T](#) (2014-06-26), Certifications - Bid

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 Québec 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:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@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: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **10 (ten) 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 Quebec.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically 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

Offers transmitted by facsimile or hardcopy will not be accepted.

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

Section I: Technical Offer

Offerors should submit the information required to meet the RFSO requirements, which are not included in the Section II and Section III, in their Technical Offer.

Offerors must complete and provide a copy of Annex D, Contractor's Contact and List of Branches per Region, and should include it with the Technical Offer.

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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.

4.1.1 Mandatory Criteria

The offeror must:

- a) Accept all the terms and conditions set out in the RFSO.

4.1.2 Financial Evaluation

4.1.2.1 Financial Criteria

Offerors must submit their financial offer by completing the **Annex C - Rate Table, in accordance with the Annex "B" - Basis of Payment**, of this Request for a Standing Offer, and providing it with their offer.

The total of the offeror's firm rates* (day + week + month) identified in the Annex C, for each category of vehicles for a same region, must not exceed more than 25% of the totals average of all offerors for the same category of vehicle for the same regions.

If the total of the offeror exceed more than 25% of the average of all bidders, each of the offeror's firm rates for this category in this region will not be considered.

* The total of the offeror's firm rates will be calculated as follows : the sum of the firm rates including automobile liability insurance, and excluding the warranty covering physical damage to an automobile, by day, by week, and by month (columns B + E+ H).

EXAMPLE: Total of firm rates (day + week + month) for one (1) Tractor Truck and one (1) Bucket Truck, in the Montreal administrative region.

	<u>Offeror A</u>	<u>Offeror B</u>	<u>Offeror C</u>	<u>Offeror D</u>
1. Tractor Truck:	1 205	1 010	1 215	1 290
2. Bucket Truck:	1 385	1 200	1 890	1 385

Average of the Offerors for the item 1 – Tractor Truck :

$$(A+B+C+D) / 4 * 1.25 = 1\ 475.00$$

All offerors for this category are responsive because their rates do not exceed more than 25% of the average.

Average of the Offerors for the item 2 – Bucket Truck :

$$(A+B+C+D) / 4 * 1.25 = 1\ 831.25$$

The total of the firms rates of the Offeror C for the item 2 (Bucket Truck), exceeds more than 25% of the average. The firm rates (day, week, month) of Offeror C for this category of vehicle for this region will not be considered in its Standing Offer.

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

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. All the responsive offers will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

5.2.1 Integrity Provisions – Required Documentation (Annexe “F”).

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.2.3 Compétences linguistiques

En présentant une offre, l'offrant atteste qu'il possède les compétences linguistiques requises pour exécuter le travail décrit à l'Annexe A - Besoin.

5.2.4 Information additionnelle

Les offrants doivent compléter et fournir une copie de l'Annexe D, Contact chez l'entrepreneur et la Liste des succursales par région, pour qu'une Offre à commande leur soit émise.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.2.3.1.1 SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

SACC Manual clause [M9033T](#) (2011-05-16) Financial Capability

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.

Solicitation No. - N° de l'invitation
E6MON-200012/B
Client Ref. No. - N° de réf. du client
E6MON-200012

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43012

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

7.3.2 Standing Offers Reporting

7.3.2.1 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of 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 below. If some data is not available, the reason must be indicated in the report. If no services are provided during a given period, the Offeror must provide a "NIL" report.

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

The semiannual reporting periods are defined as follows:

First semiannual period: **(to be completed at the time of issue of the RMSO)**
Second semiannual period: **(to be completed at the time of issue of the RMSO)**

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

7.3.2.2 Reporting requirements

The offerors must provide their reports in accordance with the Standard Report below:

Regional Master Standing Offer (RMSO)

E6MON-200012/00_/MTB, Semi-trailer, road tractor, cargo carriers and bucket trucks rental

Offeror : _____

Reporting period : from _____ to _____

Name of the department / client :	Number of Call-ups	Amount in dollar
Department of National Defence, Valcartier Garrison		\$
Defence Research and Development Canada, Valcartier		\$
Department of National Defence, Canadian Forces Base Bagotville		\$
Department of National Defence, Longue-Pointe, St-Jean and St-Hubert Garrisons		\$
Other Department(s): (Please specify the name of the department(s). Please add one line for each department)		
Total amount :		\$

Signature : _____

Date (YYYY-MM-DD) : _____

7.3.2.3 Notes:

- (a) Please note that call-ups against standing offers from the St-Jean and St-Hubert garrisons must be recorded with the call-ups from the Longue-Pointe Garrison. If in doubt, offerors must validate with designated users to which department/client they belong.
- (b) Failure to submit duly completed reports in accordance with the foregoing directives may lead to the Standing Offer being set aside and corrective measures being applied.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer *(to be completed at the time of issue of the RMSO)*

The period for making call-ups against the Standing Offer is from Standing Offer start date to 2 years after.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users in the applicable Quebec administrative regions, excluding locations within Quebec that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Quebec will have to be treated as a separate procurement, outside of the standing offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Corine Lavoie
Procurement Agent
Public Works and Government Services Canada
Acquisitions Branch
800, rue de la Gauchetière West, Suite 7300
Montréal, Québec H5A 1L6

Téléphone : (514) 207-4777

Courriel : corine.lavoie@tpsgc-pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7.5.3 Offeror's Representative

See Annex D – Contractor's Contact and List of Branches per Region

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offers are :

- Department of National Defence, Canadian Forces Base in Valcartier;
- Department of National Defence, Canadian Forces Base in Longue-Pointe;
- Department of National Defence, Canadian Forces Base in Bagotville;
- Defence Research & Development Canada – Valcartier; and
- Any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11, located within the Quebec administrative regions covered under the Standing Offers.

7.8 Call-up Procedures

When issuing call-ups against the Standing Offer, the Project Authority must follow the following steps:

- STEP 1:** The Project Authority must identify the Offeror by following the steps below:
- First :** Determine the appropriate administrative region;
- Second :** Determine the type of vehicle among the four types proposed in this directory: road-tractor, semi-trailer, cargo carriers and bucket trucks;
- Third :** Determine the category of vehicle which meets the client's needs among those listed in the directory;
- Fourth :** Determine the rental period of the selected vehicle;
- Fifth :** Determine whether hazardous goods will be transported;
- Sixth :** Determine whether the identified user will use the offeror's pick-up and delivery services;
- Seventh :** Determine whether insurance is needed. For trips to the USA, designated users must find out from the offeror the insurance costs associated with the trip, since these rates are not included in this Standing Offer;
- Eighth:** Determine whether a trip to the United States is involved, since the project authority has to select an offeror who has agreed to supply vehicles for travel to the United States;

Ninth : Determine the approximate distance in kilometres to be covered while the vehicle is leased;

Tenth : Select the offeror with the lowest firm price (Applicable taxes extra).

Example : The Department of National Defence, Valcartier Garrison (client), would like to lease a 53-foot, 3-axle platform semi-trailer, for three days. This vehicle will not transport hazardous goods. The client wants to use the offeror's pick-up and delivery services. The client estimates the distance to be covered during the rental period at about 500 km. The client is self-insured (civil liability vehicle insurance and coverage for physical damage to the vehicle) for the entire duration of the rental. The vehicle will remain in Canada throughout the rental period.

- | | |
|------------------------------|---|
| 1- Administrative Region: | Quebec - Region 03 |
| 2- Vehicle type - | Semi-trailer |
| 3- Category of vehicle - | 53-foot, 3-axle platform semi-trailer |
| 4- Rental period - | 3 days |
| 5- Hazardous goods - | No |
| 6- Pick-up and delivery - | Yes (transportation both ways) |
| 7- Insurance - | No |
| 8- Travel to United States - | No |
| 9- Number of km - | 500 km |
| 10- Offeror selected - | Select the offeror having the lowest calculated firm price (applicable taxes extra)(see the example below). |

NB: The project authority has to select offerors who offer the service s/he needs in terms of the following factors: the location of the department or agency, the category of vehicle leased, the duration of the rental (rate offered), carriage of dangerous goods, pick-up and delivery service (rate offered), insurance requirements (availability of service and rates offered), number of kilometers (rate offered), trips to the United States. This will be done by consulting Annex C – Rate Table and Annex D - List of Branches per Region.

Sample calculation to select the lowest offeror :

It should be noted that the data in the table below are fictitious and only provided as an example.

Description of items for call-up	Firm unit rate (applicable taxes extra) Offeror 1	Total Offeror 1	Firm unit rate (applicable taxes extra) Offeror 2	Total Offeror 2
53-ft., 3-axle platform semi-trailer	\$30.00 / day	\$90.00 / 3 days	\$35.00 / day	\$105.00 / 3 days
Pick-up and delivery	\$40.00 / pick-up OR delivery	\$80.00 / pick-up and delivery	\$50.00 / pick-up OR delivery	\$100.00 / pick-up and delivery
Kilometer (500)	\$0.03 / km	\$15.00 / 500 km	\$0.25 / km	\$12.50 / 500 km
Total:		\$185.00		\$217.50

The client must select the offeror which has the lowest firm price (applicable taxes extra) for all of the items in the call-up. In the above example, offeror 1 is proposing a lower total firm price than offeror 2 for the client's needs. Consequently, offeror 1 would be selected.

STEP 2 - The Project Authority contacts the Offeror identified in step 1 by telephone, fax or email on a right of first refusal basis. At that time, the Project Authority provides the Offeror with the following information:

- Type of vehicle required
- Rental period
- Brief description of how the vehicle is to be used (eg: destination, carriage of dangerous goods, etc)
- Time and date of the service required
- Choice of delivery method: at supplier's premises or the work site
- Order number (PO#)
- Name and telephone number of Project Authority
- Billing address
- Urgent requirement (if applicable)

STEP 3 - The Offeror must confirm in writing within **24 hours** of the date when the Project Authority issues a request, whether it is able to provide the service according to the Project Authority's requirements. In emergency situations, the Offeror must provide its written confirmation within **4 hours** of the Project Authority's request. The Project Authority must stipulate in the initial request (step 2) whether there is an emergency or not. If no response is provided or if the offer is refused, the Project Authority must contact the next Offeror on the list until an order is issued or the requirement is cancelled.

STEP 4 - Issuing an order using the call-up instrument (see article 7.9 and 7.10 below).

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 \$ **100,000.00** (Applicable Taxes included).

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21) , General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2018-06-21), General Conditions - Services (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Rate Table;
- h) Annex D, Contractor's Contact and List of Branches per Region;
- i) the Offeror's offer dated _____ (*Date will be specified at Standing Offer issuance*).

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.

7.13.3 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 Québec.

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 Requirement

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

7.2.1.1 Performance of Work

If the contractor cannot deliver the vehicle reserved in the order, the parties agree that, as an acceptable solution to avoid a default under **section 8 or 21** of [2010C](#) (2016-04-04), General Conditions, the contractor must provide Canada with an upgrade for the reserved vehicle at the same rate as in the order.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

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 C - Rate Table and in accordance with the Annex B - Basis of Payment. 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 Method of Payment

7.5.2.1 Single Payment

For rentals of **30 days or less**, the identified user will make a single payment.

SACC Manual clause H1000C (2008-05-12), Single Payment

7.5.2.2 Monthly payment

For rentals of **more than 30 days**, the identified user will make monthly payments.

SACC Manual clause H1008C (2008-05-12), Monthly Payment

7.5.3 SACC Manual Clause

A9117C (2007-11-30), T1204- Direct Request by Customer Department

7.5.4 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. In all cases, 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.
 - (a) For rentals **not exceeding 30 days**, submit the invoice to the designated user when the vehicle is returned to the contractor.
 - (b) For rentals **exceeding 30 days**, submit an invoice to the designated user at the end of each rental month and a final invoice when the vehicle is returned to the contractor.
2. Send the original and two (2) copies to the project authority named in the call-up for certification and payment.
3. The Government of Canada will only pay accounts on receipt of a satisfactory invoice and any other documentation specified in the Standing Offer.
4. Submit invoices on a "per call-up" basis using the contractor's own documents and including (at least) the following:
 - (a) Contractor's name, address, procurement business number (PBN), etc
 - (b) Shipping address shown on the call-up
 - (c) Contractor's standing offer number, e.g.: E6MON-200012/00X/MTB
 - (d) Call-up reference number quoted by the designated user (PO #)

- (e) Period for which the vehicle was leased (short-term rental) or period to which the invoice applies (long-term rental)
- (f) Description of the vehicle leased
- (g) Number of km billed
- (h) Description of any other item billed
- (i) Total amount payable, in accordance with the payment arrangements specified in the Standing Offer.

5. Any claims for damage to a leased vehicle must be invoiced separately from the rental service. However, contractors must clearly identify the call-up with which such a claim is associated. This can be done by quoting the relevant call-up invoice or call-up number or by any other means agreed on between the parties.

Each claim for damage to a leased vehicle must be supported by:

- (a) copies of invoices, receipts and back-ups for all direct costs;
- (b) a copy of the estimate accepted in advance by Canada.

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in this section. 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.

7.7.1 Insurance Table

The Treasury Board issues directives to the departments on required insurance coverage. This Standing Offer covers both short-term and long-term rental. The table below presents the different insurance requirements for short-term lease and long term lease.

Insurance for vehicles rented by the Identified Users	
<p>Commercial General Liability Insurance (see item 7.7.2 below)</p> <p>Description : Insurance covering damages arising from bodily injury or material damage sustained by a third party, including defense costs in case of litigation.</p> <p>Coverage : \$2,000,000.00</p>	<p>The contractors awarded a Regional Master Standing Offer (RMSO) must hold commercial general liability coverage and provide an Insurance Certificate on request. The identified users must be covered by commercial general liability insurance through the contractor.</p>

<p>Automobile Liability Insurance (see item 7.7.3 below)</p> <p>Description : Automobile liability insurance protects the insured if a third party is killed or injured or sustains damage to property. The insurance policy indemnifies the insured in the event of injuries sustained in an automobile accident. Uninsured motorist coverage provides protection if the insured is injured by a driver who is not insured or who leaves the scene.</p> <p>Coverage: \$5,000,000.00</p>	<p>Contractors must include automobile liability insurance in the firm rates submitted in their financial offer. (Annex C, Rate Table)</p>
<p>Permission to carry explosives</p>	<p>Identified Users are occasionally required to transport dangerous goods and ammunition in the vehicles (see Annex C - Rate Table). Contractors who agree to allow Identified Users to transport explosives in rented vehicles will be identified in Annex D – Contractor’s Contact and List of Branches per Region. The rates for this endorsement will be indicated in the associated section of Annex C - Rate Table. When renting a vehicle, the Identified user reserves the right to agree to pay the additional cost for this coverage or to rent the vehicle without this endorsement because he or she has chosen to self-insure.</p>
<p>Coverage against physical damage to a vehicle (physical damage, collisions and accidents not involving collision or overturning).</p> <p>Description : This coverage protects against physical damage to the leased vehicle. It covers damage sustained by the vehicle when it collides with another vehicle or overturns. “Collision” means that the leased vehicle strikes another vehicle, is struck by another vehicle or is the cause of an accident. This insurance also protects the vehicle against other risks besides collision and overturning. It protects against vandalism, theft, falling of flying objects and fire.</p>	<p>Coverage against physical damage must not be included in rental rates. Contractors may (if such insurance is offered in Canada) quote in Annex C, Rate Table, a separate firm daily rate for coverage against physical damage.</p>
<p>Travel to the United States</p> <p>Note to designated users : When leased vehicles enter the United States, it is mandatory to carry automobile liability insurance, which means that Canada cannot self-insure. However, there is no obligation to insure through the offeror.</p>	<p><i>This Regional Master Standing Offer (RMSO) does not provide special prices for travel insurance for trips to the United States.</i></p> <p>The identified users may arrange to obtain the required insurance from the Offeror for the travel period in the United States. In this case, the identified users will make the necessary arrangements with the Contractors selected from the directory to agree on the type of insurance necessary for call-ups against the Standing Offer.</p>

N.B. : All insurance provisions must comply with provincial, state, municipal and local laws and regulations applying to a rented vehicle.

7.7.2 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 **\$2,000,000.00** per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - 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.

7.7.3 Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$5,000,000.00** per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - **\$5,000,000.00** Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - e. OPCF/ QEF/ SEF #4a - Permission to Carry Explosives

Note : Some Identified Users will need to carry Explosives in the leased vehicles. The contractors that agree to let the Identified Users carry Dangerous goods in the leased vehicles will be identified in **Annex D – Contractor’s Contact**.

7.7.4 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.

7.8 SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations
A9068C (2010-01-11), Government Site Regulations
A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
A9049C (2011-05-16), Sécurité des véhicules

ANNEX "A"

Requirement

1. Title

Regional Master Standing Offer (RMSO) for the leasing of: Road Tractor, Semi-trailer, Cargo Carriers and Bucket Trucks for the region of Quebec.

2. Description

Provide, as and when requested, rental services for semi-trailers, road tractors, cargo carriers and bucket trucks to all Government of Canada departments, organizations, Crown corporations and agencies in the Quebec Region.

For the Standing Offer purposes, rental services will be provided to the federal departments, organisations and agencies in any of the fifteen (15) province of Quebec administrative regions covered in the Standing Offer. The Outaouais (administrative region 07, National Capital Region) and the Nord-du-Quebec (administrative region 10) are excluded.

Although this RMSO is available to all federal departments it is anticipated that the main user will be the Department of National Defence (DND). Specifically, the main sectors that will use this RMSO are:

- 1) Quebec Region (Valcartier) :
Mainly including the Canadian Forces Base in Valcartier and Defence Research and Development Canada (DRDC) - Valcartier;
- 2) Montreal Region (Longue-Pointe) :
Mainly including the Canadian Forces Base in Longue-Pointe
- 3) Montérégie Region (St-Jean and St-Hubert):
Mainly including the Canadian Forces Bases in St-Jean and St-Hubert;
- 4) Saguenay Region (Bagotville):
Mainly including the Canadian Forces Base in Bagotville.

An offeror inventory is being drawn up for semi-trailer, road tractor, cargo carriers and bucket trucks rental services, by area, for various categories of vehicles and different rental durations (short term (30 days or less) and long term (more than 30 days)).

2.1 *List of province of Quebec administrative regions covered by this Standing Offer :*

Bas-Saint-Laurent - region 01;
Saguenay-Lac-Saint-Jean - region 02;
Québec - region 03;
Mauricie - region 04;
Estrie - region 05;
Montréal - region 06;
Abitibi-Témiscamingue - region 08;
Côte-Nord - region 09;

Solicitation No. - N° de l'invitation
E6MON-200012/B
Client Ref. No. - N° de réf. du client
E6MON-200012

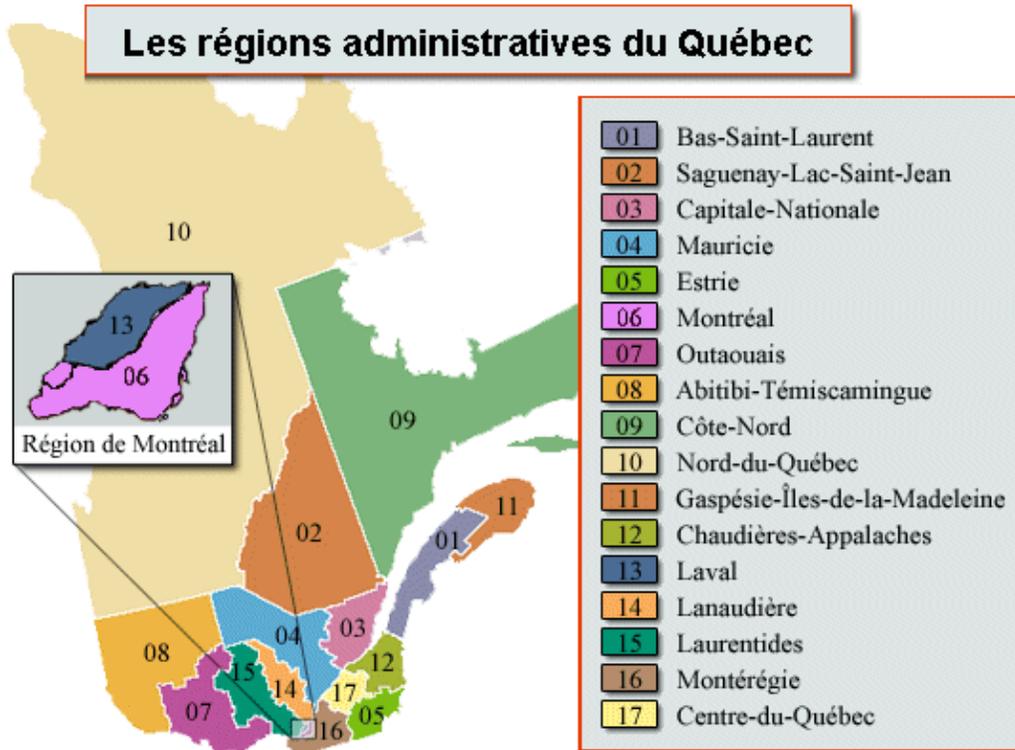
Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43012

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

Gaspésie-Île-de-la-Madeleine - region 11;
Chaudières-Appalaches - region 12;
Laval - region 13;
Lanaudière - region 14;
Laurentides - region 15;
Montérégie - region 16;
Centre-du-Québec - region 17.

Important : *The Outaouais (administrative region 07) and the Nord-du-quebec (administrative region 10) are excluded from this Standing Offer.*

* You will find below, the province of Quebec map with the different administrative regions. For additional information concerning the province of Quebec administrative regions, you may refer to the following Government of Quebec address :
<http://www.gouv.qc.ca/portail/quebec/pgs/commun/portrait/regions/description/?lang=en>



Important : *Please note that to avoid any confusion, the administrative region 03 - Capitale-Nationale, has been replaced by "Québec".*

The Outaouais (administrative region 07) and the Nord-du-quebec (administrative region 10) are excluded from this Standing Offer.

3. General

- (a) Contractor must provide the type of vehicle specified in the call-up to any authorized person.
- (b) Contractor must provide a replacement vehicle in the event of breakdown, accident or unavailability anywhere in Canada (including remote and northern regions). Contractor will have a maximum of **twelve (12) hours** to meet this requirement from the time that the designated user notifies him that a replacement vehicle is needed.
- (c) Contractor must provide roadside assistance service round the clock and every day of the week (24/7) for every type of vehicle listed in the Standing Offer everywhere in Canada (including

remote and northern regions). Roadside assistance service must include at least the following services: towing, unlocking, battery boosting, spare wheel installation and fuel delivery in case of depletion. Contractor will have a maximum of **twelve (12) hours** to provide this service from the time that the designated user notifies him that roadside assistance service is needed.

4. Vehicles

All leased vehicles must be:

- (a) Latest models and in clean condition, meaning:
 - i. For van semi-trailers adapted for storage, the vehicles leased must be **2005 or more recent models**.
 - ii. For platform, telescopic, single-drop, van and refrigerated semi-trailers, the vehicles leased must be **2007 or more recent models**.
 - iii. For tractors, cargo carriers and bucket trucks the vehicles leased must be **2011 or more recent models or 1,000,000 km**, whichever comes first.
 - iv. Other vehicle categories have no specific age limits.
- (b) Safety inspected by the SAAQ. The inspection sticker issued by the SAAQ must be displayed visibly in the vehicle's window and be in order (date) and bear a valid certificate No.
- (c) Equipped with radial tires, in compliance with government standards described in <http://www.tc.gc.ca/lois-reglements/generale/lisa/reglements/rsvp/annexes/rsvpav.html>; and
- (d) The road tractors, cargo carriers and bucket trucks must be equipped with a block heater for the winter.

5. Analysis and Prevention

- (a) When Canada takes possession of a vehicle, it will be visually inspected, and an inspection report must be signed by a representative of Canada and a representative of the Contractor. The inspection will identify breakages, scratches or any other defects of the bodywork, tires and/or windows. Canada reserves the right to refuse a vehicle on the basis of the report if the vehicle is deemed inadequate for the task at hand or fails to meet the clauses and conditions of the Standing Offer. A similar visual inspection must be made at the end of the rental period to identify breakages, scratches or any other defects of the bodywork, tires and/or windows. At this second inspection, both parties must identify any damage that was not apparent at the time of the initial inspection and sign an inspection report. At the request of either party, photographs will be taken and appended to the inspection report.

* Canada will take possession of the vehicle at the Contractor's site if Canada is responsible for delivery and at the designated user's site if the Contractor is responsible for delivery.

- (b) Throughout the rental period, each vehicle may be subjected to a more thorough inspection than that described in point (a) (eg: mechanical inspection) without prior notice by an authorized representative of the designated user. Such inspections will be chargeable to Canada. Pursuant to such inspection, Canada may require the Contractor to replace the leased vehicle if it deems (at its sole discretion) that the vehicle is inadequate for the task at hand or fails to meet the clauses and conditions of the Standing Offer.

6. Maintenance

Vehicle preventive maintenance (e.g. lubrication, oil changes, tune-ups, and so on) is at the contractor's expense **throughout the lease period**.

7. Pick up and Delivery

Unless otherwise specified in the call-up, where the Contractor is responsible for vehicle delivery, the vehicle must be delivered to the location specified by the designated user within a maximum of **24 hours** of issue of the call-up.

The Contractor will also be responsible for collecting the vehicle from the same location when it is no longer needed if the call-up indicates that pick-up service is required.

To facilitate the application of rates, it is agreed that any vehicle delivered at the identified user location by the contractor must also be picked up by the contractor. Similarly, any vehicle picked up by the identified user at the contractor's premises must be returned there by an identified user representative.

When the contractor drives to one of the identified user's sites to drop off a rented vehicle and, at the same time, picks up another rented vehicle on the same site, that counts for a single trip and the identified user must **not be charged double**.

8. Registration and Travel in Canada

It is the contractor's responsibility to ensure that all its vehicles are registered and insured for travel in all provinces of Canada.

9. US Dot certification and Trips to the United States

Contractors who accept trips to the United States must have a fleet of US Dot certified road tractors.

10. Suppliers and Outlets

See Annex D, List of Branches per Region. **The head office in the Annex D**, Contractor's Contact, is responsible for notifying all of its outlets of the rates, the clauses and conditions of the standing offer and is the official contact person with PWGSC to handle complaints.

11. Contact Persons - Communication language

The contact people identified in the **Annex D, Contractor's Contact** who are authorized to take call-ups from designated users must be able to communicate **in French** both oral and written.

12. Procedure in case of damage to vehicles self-insured by Canada (as lessee)

See Part 7, Section B, clauses 7.7.4(2) and 7.7.4(3) for the procedure that applies in the event of an accident to a vehicle self-insured by Canada (as lessee).

13. Procedure in case of mechanical failure

If a vehicle self-insured by Canada (as lessee) breaks down, Canada must make a written estimate of the repairs needed and will decide, in consultation with the Contractor (as lessor), where they are to be made. In addition, Canada, in consultation with the Contractor, must have a mechanical report made to determine whether the breakdown was caused by abnormal misuse of the vehicle or resulted from normal wear and tear.

14. Accidents or Mechanical Failure

- (a) If an accident or mechanical failure puts a leased vehicle out of service and Canada determines that a replacement vehicle is not needed, all rental charges must cease to apply as of the moment when the Contractor is informed that the vehicle is out of service.
- (b) If Canada is identified in the mechanical report as being responsible for the breakdown of a vehicle self-insured by Canada (as lessee) and the Contractor decides to have repairs made elsewhere than at the place agreed on with Canada and at a higher cost than in the estimate made, Canada will be required to pay only the lesser amount. Further, if the Contractor decides to have repairs made elsewhere than at the place agreed on with Canada, the Contractor will assume the cost of towing the vehicle to such alternative location.
- (c) Any claims for damage to vehicles leased by Canada (including boosting charges) must be at actual cost with no mark-up. This means no overhead, profit or other increment.

15. Contractor's Rental Contract

Canada's representative is strictly forbidden to sign any rental contract. It is also strictly forbidden to solicit Canada's representative to sign any document waiving any clause or condition applicable to this Standing Offer.

16. Minimum Age of Drivers

Contractor must agree that any driver identified by the designated user who is age 21 or over and holds a driver's licence of Class DND-404 (or an equivalent licence issued by a Canadian provincial government) may drive leased vehicles.

Annex B

Basis of Payment

1. Price calculation

Calculation of the rental amount begins on the date on which the delivery of the vehicle has been requested, not on the date on which the vehicle is delivered at the designated location. Calculation ends when the contractor has been notified that the vehicle is no longer needed.

If the vehicle is delivered late, calculation of the rental cost begins when the user takes possession and ends when the user notifies the contractor that the vehicle is no longer needed.

The contractor must take the following instructions into account depending on the rental period :

Rates	Definition
Daily	Price applicable for a period of 24 hours or less
Weekly	Price applicable for a period of 7 days
Monthly	Price applicable for a period of 30 days, regardless of the month. Ex. : from October 10 to November 9 (31 days) = 1 month + 1 day.

Prices for incomplete periods shall be prorated, as follows :

Rates applicable for an incomplete period

Rental of less than seven (7) days , the lesser amount between
Number of days X Daily rate
OR
Weekly rate

Rental of less than one (1) month , the lesser amount between
Monthly rate
OR
[Number of weeks X Weekly rate] + [Number of days X Daily rate]

Rental of more than one (1) month
Number of period of 30 days X Monthly rate
PLUS
Number of days left X Daily rate OR Weekly rate (as applicable)

Ex.: If a rental lasting 108 days, it must be calculated as follows:

- **Monthly** rate X 3 month (for 90 days)
- **Weekly** rate X 2 weeks (for 14 days)
- **Daily** rate X 4 days (for 4 days)

= 108 days

2. Rates

- (a) All the rates in Annex C, Rate Table, include municipal taxes and, if applicable, administration expenses and tire wear.
- (b) **No** rates in Annex C, Rate Table, include federal, provincial and state sales taxes.
- (c) All of the rates in Annex C, Rate Table, include the air conditioning surcharge and vehicle registration costs.
- (d) All the rates in Annex C, Rate Table, include the surcharge for environmental costs.

3. Insurance

For information about which insurance should be included in the rates shown in *the Annex C, Rate Table*, please refer to the item 7.7.1 (*Insurance Table*) of Part 7B.

Solicitation No. - N° de l'invitation
E6MON-200012/B
Client Ref. No. - N° de réf. du client
E6MON-200012

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43012

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

Annex C

Rate Table

Annex C provided in electronic format on BuyandSell.gc.ca is to be inserted here and forms part of the RFSO and any resulting standing offer.

Annex D

Contractor's Contact and List of Branches per Region

Annex D provided in electronic format on BuyandSell.gc.ca is to be inserted here and forms part of the RFSO and any resulting standing offer.

Solicitation No. - N° de l'invitation
E6MON-200012/B
Client Ref. No. - N° de réf. du client
E6MON-200012

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43012

Buyer ID - Id de l'acheteur
mta625
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

ELECTRONIC PAYMENT INSTRUMENTS

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

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

