

**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 présentation  
d'une soumission**

NA  
Quinn

## 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

Address enquiries to the Standing Offer Authority at  
cynthia.lamorie@tpsgc-pwgsc.gc.ca

**Vendor/Firm Name and Address**

**Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> Commercial Vehicle Rental Location de véhicules commerciaux	
<b>Solicitation No. - N° de l'invitation</b> W0107-21XC37/A	<b>Date</b> 2021-06-21
<b>Client Reference No. - N° de référence du client</b> W0107-21-XC37	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PET-907-1680
<b>File No. - N° de dossier</b> PET-0-53025 (907)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-07-09</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lamorie, Cindy	<b>Buyer Id - Id de l'acheteur</b> pet907
<b>Telephone No. - N° de téléphone</b> (613)401-3643 ( )	<b>FAX No. - N° de FAX</b> (613)687-6656
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> 2 Svc Bn Base Transport Garrison Petawawa Bldg D-57, 269 Menin Road Petawawa, ON K8H 2X3	
<b>Security - Sécurité</b> 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**

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

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W01074-21XC37/A  
Client Ref. No. - N° de réf. du client  
W0107-21XC37

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-0-53025

Buyer ID - Id de l'acheteur  
PET907  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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, the Basis of Payment, the Electronic Payment Instruments and any other annexes

### **1.2 Summary**

- 1.2.1** The Department of National Defence, Canadian Forces Base (CFB) Petawawa, 2 Service Battalion (2 Svc BN) located in Petawawa, Ontario requires the periodic rental, delivery and pick up of various types of commercial vehicles to meet the daily transportation requirements for personnel and equipment.

The period of the Standing Offer is from Date of Issue to June 30, 2022 with the irrevocable option to extend for two (2) additional one (1) year periods.

This Request for Standing Offer may result in the issuance of five (5) Regional Individual Standing Offer (RISO).

- 1.2.2** The requirement is limited to 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

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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 7.14 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.

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

Delete: 60 days  
Insert: 90 days

#### 2.1.1 SACC Manual Clauses

SACC Manual Clause [M0019T](#) (2007-05-25), Firm Price and/or Rates

### 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 Ontario 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.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.oreceptiondessoumissions-orbidreceiving.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: 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 five (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 Ontario.

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

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

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 "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" 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

SACC Manual Clause [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 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

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

Offerors must provide the employee's name, telephone number and e-mail address for the following three categories:

a) Daytime contact

Name: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

b) After hours contact

Name: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

c) French speaking contact

Name: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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**\*\*The same employee may be listed for multiple categories, if applicable.\*\***

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

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

- a) Offerors must submit their financial bid in accordance with the Basis of Payment in Annex "B".
- b) Offerors must submit firm unit price(s) for all items for all years listed in Annex "B" Basis of Payment.
- c) The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

**4.1.2.2** As stipulated in [2006](#) Standard Instructions, the quantity of goods specified in the RFSO are only an approximation of requirements given in good faith.

##### **4.1.3 Evaluation of Price - Offer**

The extended prices for each year will be calculated as follows:

The extended price for each year will be calculated by multiplying the Yearly Estimated Usage by Offeror's corresponding Firm Unit Price.

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

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

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

##### **4.2.1 Basis of Selection - Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

**4.2.2** This Request for Standing Offer may result in the issuance of up to five (5) Regional Individual Standing Offers (RISO).

#### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

## 5.1 Certifications Required with the Offer

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

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

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

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

### 5.2.3.2 Board of Directors Certification

In accordance with the **Ineligibility and Suspension Policy**, Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "G" Additional Certification Information 1. Board of Directors.

### 5.2.3.3 Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "G" Additional Certification Information 2. Procurement Business Number (PBN).

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

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Insurance Requirements

#### 6.1.1 Insurance Requirements - Proof of Availability - Prior to issuance of a Standing Offer

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 "D", entitled "Standing Offer Reporting Requirements.". 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: July 1 to September 30
- second quarter: October 1 to December 31
- third quarter: January 1 to March 31
- fourth quarter: April 1 to June 30

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

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from Date of issue to June 30, 2022 inclusive.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) periods, from 1 July 2022 to 30 June 2023 and 1 July 2023 to 30 June 2024 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified in the call-up against the Standing Offer.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Cindy Lamorie  
Title: Supply Specialist  
Public Works and Government Services Canada

Solicitation No. - N° de l'invitation  
W01074-21XC37/A  
Client Ref. No. - N° de réf. du client  
W0107-21XC37

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-0-53025

Buyer ID - Id de l'acheteur  
PET907  
CCC No./N° CCC - FMS No./N° VME

Acquisitions Branch  
Address: Bldg S-111, Garrison Petawawa

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

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

### 7.5.2 Project Authority

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

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

### 7.5.3 Offeror's Representative *(to be completed by the offeror)*:

Name and telephone number of the person responsible for:

Daytime contact

Name: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

After hours contact

Name: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

French speaking contact

Name: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Department of National Defence, Canadian Forces Base (CFB) Petawawa.

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## 7.8 Call-up Procedures

Call-ups must be made on a 'right of first refusal basis'. The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. Highest ranked will be determined for each category of vehicle with the lower price being higher ranked.

## 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 \$40,000.00 (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 (2020-05-28), General conditions: Services (medium complexity)
- e) Annex "A", Requirement;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Insurance Requirements; and
- h) the Offeror's offer dated \_\_\_\_\_ (*to be inserted at issuance of Standing Offer*).

## 7.12 Certifications and Additional Information

### 7.12.1 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.

### 7.12.2 SACC Manual Clauses

SACC Manual clause M3060C (2021-05-21), Canadian Content Certification

## 7.13 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).

## 7.14 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** (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. **(This clause will be inserted if payment by credit cards is accepted by the Offeror, otherwise it will be deleted).**

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period of the Contract is in accordance with the call-up against the Standing Offer.

#### **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**

##### **7.5.1.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in 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 Limitation of Price**

SACC Manual clause **C6000C** (2017-08-17), Limitation of Price

#### **7.5.3 Single Payment**

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

#### **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.
2. The following must be followed when submitting invoices:
  - a) The invoices must be in sequence with the table in Annex "B" - Basis of Payment, showing the item number, description, unit of issue, quantity, unit price, extended price, sub-total, GST/HST and total;
  - b) The invoice must identify the call-up number;
  - c) The invoice must identify the consignee address where the goods were delivered; and
  - d) Each call-up and consignee point must be invoiced separately.
3. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 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  
SACC Manual clause [D0018C](#) (2007-11-30), Delivery and Unloading  
SACC Manual clause [G6001C](#) (2008-05-12), Vehicle – Long Term Lease  
SACC Manual clause [G6005C](#) (2008-05-12), Short Term Lease

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## 7.9 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 7.10 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.
- (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"**

### **REQUIREMENT**

#### **Commercial Vehicle Rental**

##### **1.0 Scope**

##### **1.1 Objective**

The Department of National Defence, Canadian Forces Base (CFB) Petawawa, 2 Service Battalion (2 Svc Bn) Transport section located in Petawawa, Ontario has the requirement for the periodic rental, delivery and pick up of various types of commercial vehicles to meet the daily transportation requirements for personnel and equipment.

The period of the Standing Offer is for one (1) year with the option to extend for two (2) additional one (1) year periods

##### **1.2 Background**

CFB Petawawa has numerous daily operational requirements that includes moving personnel, material and equipment. CFB Petawawa's 2 Svc Bn Transport section's current vehicle fleet is sometimes insufficient to handle the vehicle requests and requires the ability to periodically rent various types of commercial vehicles on an "as and when required" basis to satisfy daily requirement of vehicle requirements.

##### **1.3 Reference Documents**

- i. Canada Motor Vehicle Safety Act
- ii. National Defence Act (NDA) Section 261 (1) (2) Part V
- iii. A-LM-158-005/AG-001, Chap 5, Section 5.1, para 5.1.07 (b)
- iv. Transportation Directive TD 513
- v. Ontario Highway Traffic Act Part XIV, Section 199

##### **2.0 Requirements**

##### **2.1 Requirement**

CFB Petawawa 2 Svc Bn Transport section has a requirement for a one year Regional Individual Standing Offer (RISO) with the option to extend for two (2) additional one (1) year periods.

##### **2.1.1 Requirement Details**

**2.1.1.1** The periodic rental periods required are daily, weekly or monthly.

**2.1.1.2 The various Types of Commercial Vehicles required are as follows:**

<b>Vehicle Description</b>	<b>Suggested Make / Model</b>
Mid-Size Staff Car 4 Door, Wheel Base from 2,650 to 2,800 millimetres	Dodge Avenger, Chrysler 200, Volkswagen Jetta
Full Size Staff Car 4 Door, Wheel Base from 2,751 to 2,870 millimetres	Hyundai Sonata, Ford Fusion, Nissan Altima
Sport Utility Vehicles (SUV's) - Mid Size (2 or 4 Door)	Ford Escape, Chevrolet Equinox, Honda CRV
Sport Utility Vehicles (SUV's) Large 4 Door	Yukon, Tahoe, Explorer, Suburban
Mini Van 7/8 Passenger, minimum Cargo Volume 170 Cubic Feet.	Dodge Grand Caravan
Pickup Truck - Crew Cab, 1/2 Ton with Air Conditioning, Cap (Box Topper) and Recessed Hitch	Silverado 1500, Ford F150, Dodge Ram 1500
Pickup Truck - Crew Cab, 3/4 Ton with Air Conditioning, Cap (Box Topper) and Recessed Hitch	Silverado 2500, Ford F250, Dodge Ram 2500
Cube Truck 16 feet, Diesel, Entry door from cab into cargo area, dual wheels	Ford E450
Cargo van -T80 with a nominal payload of 3,200 pounds	Ford Transit, Chevrolet Express
Passenger Van - 12 people	Econo 1500 - 12 Passenger

**2.1.2 Additional Requirements**

- All rental vehicles must be two (2) years or newer and will be subject to inspection by an authorized representative of 2 Svc Bn Transport section without notice. Costs of inspection will be covered by 2 Svc Bn Transport section.
- All rental vehicles must be high efficiency (hybrids) or low emission vehicles which promote current environmentally responsible practices.
- Winter tires for all rental vehicles must be available upon request.
- The Contractor must have a fleet of at least ten (10) rental vehicles at their business location offering commercial vehicle rental services within 200 kilometers of CFB Petawawa.
- 2 Svc Bn Transport section will be responsible for the supply of gasoline and/or diesel for rental vehicle while in their possession.
- The Contractor will provide telephone numbers which can be contacted during weekends or silent hours, should emergency repairs be required.

**2.2 Delivery and Pickup**

- Rental vehicles must be delivered and picked up by the Contractor to DND.
- The Contractor must provide delivery and pick up of rental vehicles to specified locations in Petawawa.
- In an emergency, rental vehicles must be delivered and picked up within four (4) hours from receipt of call-up.
- Delivery for regular requirements must be made within one (1) working day from receipt of call-up.

---

### 2.3 Delivery Conditions

2 Svc Bn Transport Section reserves the right to inspect the offered rental vehicles on delivery to determine that they meet the minimum requirements as listed below:

- a. All rental vehicles must be delivered with a full tank of gas;
- b. All rental vehicles must meet the provision of the Canada Motor Vehicle Safety Act and the regulations there under, which were in effect on the date of manufacture of the vehicle.

### 2.4 ETR Toll, Video Toll and Associated Administrative Charges

In accordance with Section 261 (1) (2) Part V of the National Defence Act (NDA), no duties or tolls, otherwise payable by law in respect of the use of any pier, wharf, quay, landing-place, highway, road, right-of-way, bridge or canal, shall be paid by or demanded from any unit or other element of the Canadian Forces or any officer or non-commissioned member when on duty or any person under escort or in respect of the movement of any materiel, except that the Minister may authorize payment of duties and tolls in respect of that use. Nothing in this section affects the liability for payment of duties or tolls lawfully demandable in respect of any vehicles or vessels other than those belonging to or in the service of the Her Majesty. The exemption applies to all ETR toll, video toll, parking meter fees, parking tickets and associated administrative charge for any rented/leased vehicle by 2 Svc Bn Transport section.

All ETR toll, video toll, parking meter fees, parking tickets and associated administrative charges must be forwarded to DND to resolve within thirty (30) days receipt of the fine.

### 2.5 Licensing

All rental vehicles must be properly licensed by the Public Vehicles Act and the applicable Regulations and Acts governing the public transportation of rental/leased vehicles.

Drivers will be military or civilian personnel in possession of a valid military DND 404 (National Defence Driver Licence) and civilian driver licence in accordance with Interim A-LM-158-005/AG-001, Chap 5, Section 5.1, para 5.1.07 (b) and Transportation Directive TD 513.

The operators of the rental vehicles rented under this Standing Offer may be under twenty-five years of age.

### 2.6 Inspection of Acceptance and Return

At time of the rental vehicle delivery and pick up, the rental vehicle will be inspected for damage by the Contractor and 2 Svc Bn Transport section representative simultaneously. Vehicle inspection sheets (one provided by the Contractor and one provided by the 2 Svc Bn Transport section representative) will be filled out and signed by both parties. Damage incurred to the rental vehicle between these two (2) inspections will be the responsibility of the Crown.

It is the responsibility of the Crown to ensure that the rental vehicle's gas/diesel tank is full upon return. If the returned vehicle is not full of gasoline/diesel, the Contractor is authorized to include on the invoice the cost of gasoline/diesel incurred, but will attach the original copy of receipt for such purchase with the rental invoice. Failure to provide the gas station receipt will result in a no payment of the gasoline/diesel. If the Contractor has its own gasoline/diesel pumps, the quantity of the refill must be indicated on the invoice and price of fuel will be of a comparable rate within 20 Kilometers of CFB Petawawa.

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## 2.7 Maintenance

Full maintenance related to normal wear and tear will be the responsibility of the Contractor. The Contractor will be responsible for any scheduled servicing to be done to a rental vehicle as per the operator's manual. If required, the Contractor will provide another rental vehicle of the same type and size to replace the rental vehicle requiring maintenance. This swap is to occur at the 2 Svc Bn Transport section location. The Contractor will be responsible for picking-up and returning the rental vehicle to section.

## 2.8 Damages and Repairs

In the event that a rental vehicle is returned with damages, no repairs are to be done until such time as the damages have been verified by the Canadian Forces Support Unit Operations (CFSUO) and 2 Svc Bn Maintenance personnel, and that repair work has been approved. If repairs are done without the approval of the CFSUO and 2 Svc Bn Maintenance personnel, reimbursement of such repairs may be denied.

Tire repair and replacement due to flats and blowouts and replacement or repair of any damaged glass or plastic windows and any glass or plastic lenses due to normal wear and tear and road hazard will be undertaken by the Contractor and at no cost to the Crown. The Contractor is responsible for any glass damage regardless of cause, except for willful damage and minor paint/body damage that is not the result of a reportable accident as defined by Part XIV, Section 199 of the Ontario Highway Traffic Act most current version.

As a further clarification, the Crown's sole responsibility will lie in being held responsible for damages as a result of an accident. The Crown considers nails or any other sharp objects that may be run over in roads or driveways, and flying stones from other vehicle that may damage glass or lenses to be strictly road hazard and part of the normal wear and tear of operating a vehicle.

All damage claims presented to DND must only be for the approved repairs. Repair invoices shall only include the amount of the estimated cost. In the event of a vehicle write-off caused by an accident, the National black book values will be used for the payment of vendor's claims less any vehicle salvage revenue. No additional items may be added for loss of use, diminishment of value, or administration charges.

## 2.9 Vehicle Mechanical Breakdown

In the event that a rental vehicle mechanically breaks down, it must be replaced promptly with a similar rental vehicle upon notification of the breakdown. If it cannot be replaced promptly with a similar rental vehicle, the Contractor will upgrade, at the same rate as the reserved rental vehicle, to the next available category; or provide a similar rental vehicle from another rental agency at the same rate as that of the reserved vehicle. The replacement rental vehicle will be delivered to the location of the breakdown rental vehicle. All costs incurred due to a rental vehicle breakdown will be paid by the Contractor/Rental Company.

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

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## ANNEX "B"

### BASIS OF PAYMENT

All prices are firm unit price(s), all-inclusive, in Canadian dollars, FOB destination, Canadian customs duties and excise taxes included and Applicable Taxes extra.

Applicable Taxes are not included in the pricing and are to be shown separately on invoices.

### Pricing Periods

#### Standing Offer Period

Year 1 – Date of issue to June 30, 2022

#### Standing Offer Option Periods

Option 1 - Year 2 – July 1, 2022 to June 30, 2023

Option 2 - Year 3 – July 1, 2023 to June 30, 2024

#### **Rental Rate Definitions:**

Daily Rate – is a consecutive twenty-four (24) hour period

Weekly Rate – is a consecutive seven (7) day period

Monthly Rate – is a consecutive thirty (30) day period

#### **Prices for incomplete periods will be prorated, as follows:**

Rates will be applied for incomplete periods by prorating.

For example:

**Rental of less than one (1) Month** - Number of weeks X weekly rate + lesser of the following (number of additional days x daily rate) or (weekly rate)

**Rental of more than one (1) Month** - Number of months X monthly rate + (monthly rate/30) X number of additional days

#### **Price Calculation**

Calculation of the rental period begins on the date and time as specified in the Call-up against the Standing Offer for the vehicle to be delivered to the specified delivery location.

Calculation of the rental period ends on the date and time as specified in the Call-up against the Standing Offer for the vehicle pick up from the specified delivery location.

All rates are to include administration fees and tire management fees (wear, winter tires, summer tire, etc).

All rates include the air conditioning surcharge and vehicle licensing fees.

All rates include unlimited mileage.



Solicitation No. - N° de l'invitation  
W01074-21XC37/A  
Client Ref. No. - N° de réf. du client  
W0107-21XC37

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-0-53025

Buyer ID - Id de l'acheteur  
PET907  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B", BASIS OF PAYMENT - SEE ELECTRONIC ATTACHMENT 1**

### **Note to Offerors:**

***All text in italics in this Annex will be removed from the resulting Standing Offer.***

### **Estimated Usages:**

*The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for each Pricing Period and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual items ordered.*

### **Applicable Taxes:**

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

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## ANNEX "C"

### 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 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. 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:**

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

m.

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.

### **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

### **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 the Department of National Defence.



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PET-0-53025

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PET907  
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## ANNEX "E"

### PWGSC 942 CALL-UP AGAINST A STANDING OFFER TEMPLATE

Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada		Clear Data - Effacer l'information			
<b>Ship to - Expédier à</b>		<b>Consignee Code Code destinataire</b>			
		<b>Postal Code Code postal</b>			
<b>Supplier - Fournisseur</b>		<b>Procurement Business No. (PBN) Numéro d'entreprise - approvisionnement (NEA)</b>			
<b>Call-up Against a Standing Offer Commande subséquente à une offre à commandes</b>					
<b>To the supplier:</b> The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer. <b>Au fournisseur:</b> L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.					
<b>Security: The call-up includes security provisions. Sécurité : La demande comprend des exigences en matière de sécurité.</b>					
<input type="checkbox"/> NO / NON <input type="checkbox"/> YES / OUI <small>If YES, attach a SRCL to the call-up. Si OUI, joindre une L'VERS à la demande</small>					
Invoices must be sent in accordance with - Les factures doivent être envoyées selon :					
<input type="checkbox"/> The detailed instructions in the standing offer Les instructions détaillées dans l'offre à commandes <input type="checkbox"/> The address shown in the "Ship to" block L'adresse indiquée dans le case "Expédier à" <input type="checkbox"/> Special instructions below Les instructions particulières ci-dessous					
Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers. Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.		Financial Code(s) - Code financier(s)			
Standing Offer No. - N° de l'offre à commandes		Requisition No. - N° de demande Order. Off. - Bur. dem. YY-AA Serial No. - N° de série			
		Client Reference No. (optional) N° de référence du client (facultatif)			
The representative of the identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.					
Amendment No. N° de modification		Previous Value (\$) Valeur précédente (\$)			
		Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)			
		Total estimated expenditures or revised Total des dépenses estimatives ou révisées			
Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)
Special instructions - instructions particulières					Total
For further information, call - Pour renseignements supplémentaires, contacter					Delivery required by - Livraison requise le
Name - Nom					(YYYY-MM-DD) (AAAA-MM-JJ)
Telephone No. - N° de téléphone					
For internal purposes only - Pour usage interne seulement					Approval for the Minister - Approuvé pour le Ministre
Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.					
Signature (Mandatory - Obligatoire)					Date (YYYY-MM-DD - AAAA-MM-JJ)
Signature (Mandatory - Obligatoire)					Date (YYYY-MM-DD - AAAA-MM-JJ)
Canada					PWGSC-TPSGC 942 (01/2014)

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## **ANNEX “F” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

***As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.***

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)

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## ANNEX “G “

### ADDITIONAL CERTIFICATION INFORMATION

#### 1. Board of Directors

In accordance with the Ineligibility and Suspension Policy, Section 17, Bidders are required to provide a list of their Board of Directors before Standing Offer issue. Bidders are requested to provide this information in their bid.

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

#### 2. Procurement Business Number (PBN)

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

Procurement Business Number - \_\_\_\_\_

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