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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Requirement**

The Contractor must provide the requirements detailed at Annex A.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 8 of [2003](#) (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, is deleted in its entirety. Bids transmitted by epost Connect service and by facsimile will not be accepted.

### **2.2 Submission of Bids**

Bids must be submitted only to the Procurement Authority by the date, time and place indicated in the bid solicitation.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Procurement Authority no later than 4 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers 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) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid  
Section II: Financial Bid

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

Section I: Technical Bid (1 soft copy) by email  
Section II: Financial Bid (1 soft copy) by email

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

**Section I: Technical Bid:**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements by submitting their technical bid using Annex B.

**Section II: Financial Bid**

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Items must meet the requirements listed in the Statement of Requirement, Annex A

#### **4.1.2 Financial Evaluation**

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

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

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

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

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

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

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

#### **5.1 Certifications Required with the Bid**

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

##### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

##### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

###### **5.2.1 Integrity Provisions – Required Documentation**

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

## **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

## **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.2 Statement of Requirement**

The Contractor must provide the requirements detailed at Annex A.

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

**2010C** (2021-12-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Termination of Contract**

Canada may exercise this option at any time by sending a written notice to the Contractor at least 21 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **6.5 Period of the Contract**

The period of the Contract is from date of Contract to 31 August 2022 inclusive

### **6.6 Delivery Date**

All the deliverables must be received on or before 5 days after contract award.

#### **6.6.1 Delivery Point**

Garrison Petawawa

2 Svc Bn Tn Coy  
Building D-57  
269 Menin Road  
Petawawa, ON  
K8H 2X3

## **6.7 Authorities**

### **6.7.1 Procurement Authority**

The Procurement Authority for the Contract is:

Martin Morin  
Title: C Army G4 Contracts 2  
Organization: Department of National Defence  
Address: 101 Colonel By Drive  
Ottawa, ON  
K1A 0K2

Telephone: (343) 550-9017  
E-mail address: Martin.Morin3@forces.gc.ca

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

### **6.7.2 Contracting Authority**

The Contracting Authority for the Contract is:

TBD

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

### **6.7.3 Technical Authority**

The Technical Authority for the Contract is:

Name: Capt Sebastien Laflamme-Leclerc  
Title: G4 Transport  
Organization: 2 CMBG  
Address: Building D-57  
269 Menin Road  
Petawawa, ON  
K8H 2X3

Telephone: (613) 687-5511 Ext 6365  
E-mail address: Sebastien.Laflamme-Leclerc@forces.gc.ca



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

#### **6.7.4 Contractor's Representative**

*Will be fill at contract award*

### **6.8 Payment**

#### **6.8.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the contract the Contractor will be paid a firm price, as stipulated in the contract, calculated in accordance with 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.

#### **6.8.2 Limitation of Price**

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

### **6.9 Method of Payment**

#### **6.9.1 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

#### **6.9.2 Monthly Payments**

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

SACC Manual Clause [H1008C](#) (2008-05-12), Monthly Payments

#### **6.9.3 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using Direct Deposit (Domestic and International).

### **6.10 Insurance**

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

### **6.11 SACC Manual Clauses**

SACC Manual clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations

SACC Manual clause [A9049C](#) (2011-05-16), Vehicle Safety

SACC Manual clause [G6005C](#) (2008-05-12), Short Term Lease

SACC Manual clause [G6001C](#) (2008-05-12), Vehicles – Long Term Lease

## **6.12 Invoicing Instructions**

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

- (a) For rentals not exceeding 30 days, submit the invoice to the identified user when the trailer is returned to the contractor.
- (b) For rental exceeding 30 days, submit an invoice to the identified user at the end of each rental month and a final invoice when the trailer is returned to the contractor.

Each invoice must at a minimum include the following:

- (a) The contract number
- (b) The amount invoiced (exclusive of HST);
- (c) The amount of HST
- (d) The duration of the rental
- (e) The name and address of the identified user
- (f) The quantity and item rented

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 in the Invoice block;
- b. One (1) copy must be sent by email to the Procurement Authority identified under the section entitled "Authorities" of the contract.

## **6.13 Certifications and Additional Information**

### **6.13.1 Compliance**

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

## **6.14 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force Ontario.

## **6.15 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2021-12-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract;
- (c) [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive
- (d) Annex A, Statement of Requirement;

## **6.16 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](#)".

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## **ANNEX A – STATEMENT OF REQUIREMENT**

### **1 Requirement**

2 Canadian Mechanized Brigade Group (2 CMBG) requires contracted support in support of the Canadian Army's Exercise MAPLE RESOLVE le rental of:

- a. forty-eight (48) Dry Freight Van with an option to rent an additional seven (7) and,
- b. six (6) Step Deck highway trailers with an option to rent an additional four (4).

### **2. Tasks**

#### **2.1 Constraints**

The offeror must be able to provide up-to all the requested highway trailers at one time and delivered to 2 CMBG no later than 5 days following the award of the contract and to be picked-up no later than 31 August 2022.

Rented trailers will be used to transport a variety of military equipment and materiel from Garrison Petawawa to Garrison Wainwright Alberta (Approximately 3200km one way).

Rental trailers will be transported by military drivers and contracted civilian drivers.

#### **2.2 Pick Up and/or Delivery**

The offeror must supply, deliver and pick-up (FOB Destination) which includes the off-loading and travel expenses to the delivery location at Garrison Petawawa.

Pick-up and drop-off of the rental equipment to and from the Offeror rental outlet location is the responsibility of the Offeror.

#### **2.3 Training – Manufacturers Operational Manual**

Operational training must be provided upon request at no cost.

#### **2.4 Warranty**

All Equipment must be manufacturer certified and warrantied with no outstanding recalls. The rented equipment must not require any outstanding warranty work during the rental period of this contract.

#### **2.5 Performance Measures – Quality Assurance**

The Offeror warrants that all vehicles are mechanically operational and meet a high standard of repair to minimize potential down time. All vehicles must be in clean condition, excellent state of repair, and must not be older than ten (10) years.

#### **2.6 Rental Equipment**

- a. The following is a list of highway trailer rentals required:
  - i. Forty-eight (48) Dry Freight Van, Tandem Axle, 48' - 53' X 102"
  - ii. Six (6) Step Deck, Tri Axle, 48' – 53'

b. The following is a list of additional highway trailer rentals that may be required:

- i. Seven (7) Dry Freight Van, Tandem Axle, 48' - 53' X 102"
- ii. Four (4) Step Deck, Tri Axle, 48' – 53'

### **3 Confirmation Rental Requirements**

2 CMBG will confirm the exact rental requirements within twenty-four (24) hours of the expected delivery date for the equipment.

### **4 Vehicle Licensing Requirements**

The Offeror must hold and maintain all permits, licenses, and certificates of approval applicable to the types of vehicles rented under this Contract in accordance with Municipal, Provincial, and Federal laws. The Offeror will be responsible for any charges imposed by such legislation or regulations. Upon request, the Offeror must provide a copy of any such permit, license, or certificate to Canada.

### **5 Termination of Contract**

2 CMBG is responsible to advise the offeror of requested equipment return within seventy-two (72) hours of the pick-up date.

### **6. Silent Hours:**

During the time that the Offeror is not available by telephone, the Offeror must maintain an answering machine to facilitate call-in returns by 2 CMBG. Invoices must indicate the time of call-in as the return time.

### **7. Division of Responsibilities:**

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

- a. tire wear, paint chips and minor scratches that do not extend to the base metal;
- b. all paint scratches and paint wear and minor dents to exterior,
- c. chips caused by stones thrown by the wheels of vehicles;
- d. frayed or stretched emergency brake cables;
- e. interior wear of trailer including all paint scratches; and
- f. tire wear and damage.

#### **7.1 The Offeror is responsible for:**

- a. Pre-servicing the trailer in the normal way for customer delivery;
- b. Delivery to the destination at Garrison Petawawa;
- c. Pick-up at the time of expiry or termination of rental;
- d. Trailer licensing, permits, or exemptions;
- e. Pick-up and return of trailer for servicing if required;
- f. Full maintenance due to normal wear and tear including but not limited to replacement of tires and tire repairs;
- g. All Warranty Servicing: Warranty servicing means the supply of parts normally provided by the manufacturer's warranty together with the labour necessary to install such parts. The warranty service must be made available at any dealer for the make of trailer rented, within Canada;

- h. Supply of another licensed trailer of the same type and size to replace a specific trailer when a unit is taken out of service for repairs for a period greater than twenty-four (24) hours.
- i. Down time will be considered when computing the invoiced charges; and
- j. Inspecting the trailer upon its return to the Offeror for any damages.

## **7.2 Canada is responsible for:**

- a. Inspecting the trailer when delivered for any damages;
- b. Oil, fluids and lubricants between oil changes; and
- c. Fines for traffic violations, including unlawful parking issued to representatives of Canada during the rental period.

## **8. Initial Inspection:**

All rental trailers shall be inspected by 2 CMBG and the Offeror jointly, for damages prior to the release of a rental trailer to 2 CMBG. Any damages located should be noted on an inspection sheet. 2 CMBG will reject any rental trailer that fails the acceptance inspection, and another rental trailer must be provided by the Offeror without within twenty-four (24) hours.

## **9. Final Inspection:**

Upon return, rental trailer will be inspected by 2 CMBG and the Offeror jointly. Any new damage found should be added to the inspection sheet and be signed in agreement by both parties. Mutual authorization must be obtained prior to proceeding with repairs in accordance with Paragraph 15 – Loss, damage, repairs of this Annex. The Offeror must obtain a written authorization from 2 CMBG prior to proceeding with repairs.

## **10. Tires**

The Offeror will be responsible for normal wear and tear of tires. In the event tire damage is attributed to wear and tear beyond what is considered normal, 2 CMBG is responsible for the repair. This will be agreed upon mutually through inspection of the tire damage and general tire condition by the Offeror and the government authorized representative. When they are liable for damage / repair, the government retains the option of effecting repairs using their own personnel and charging any costs that are applicable back to the Offeror.

## **11. Emergency Repairs**

A 24-hour, 7-day per week trailer breakdown telephone number must be provided by the Offeror for immediate authorization of repairs to broken down rented trailer. A credit must be issued by the Offeror to 2 CMBG for reimbursement to Canada for repairs done or parts replaced by Canada or paid for by Canada with the agreement of the Offeror in situations in which Canada is not at fault. The cost of repairs which are made by 2 CMBG will be credited to 2 CMBG by the Offeror upon receipt of a paid invoice covering these repairs. Where possible, 2 CMBG will return all trailer parts replaced, including damaged or worn tires, to the Offeror.

## **12. Mechanical Breakdowns near the Identified User' site:**

As mutually agreed upon by both parties at the time of the incident, the Offeror will provide a replacement rental trailer immediately upon notification of a mechanical breakdown or a licensed mechanic and mobile service unit to perform repairs within four (4) hour notice from 2 CMBG. Replacement rental trailer are to be provided at no extra cost to Canada.

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**13. Mechanical Breakdowns far away from the Identified User' site:**

The Offeror shall provide instructions for repair or replacement by providing emergency contact information as specified in Paragraph 11 of this Annex. The Offeror will authorize 2 CMBG to either go ahead and repair the trailer or provide information as to how to obtain a replacement rental trailer.

**14. Replacement Rental Trailer:**

The Offeror is responsible for all delivery, offloading and travel expenses, if applicable, when providing a replacement rental trailer. Replacement trailers must be subject to the inspection and acceptance by Canada.

**15. Loss, damage, repairs**

- a. Canada is responsible for loss and damage to the trailer during the rental period and caused or contributed to by negligence or carelessness of representatives of Canada and recorded to the extent that the loss or damage is not the result of normal wear and tear. Loss or damage due to theft but not due to negligence of Canada will be self-underwritten by Canada.
- b. In the event of an accident or damage, trailer rentals may be suspended until further notice or terminated by 2 CMBG. No extra rental charges will be incurred or paid during the period of suspension.
- c. If a trailer is returned to the Offeror at the end of the rental period in damaged condition, the Offeror must provide to Canada within Thirty (30) business days after the return of the vehicle, a written estimate for the cost of repairs or replacement of the loss to 2 CMBG. Repair work must be in accordance with industry standard.
- d. Canada may require the Offeror to provide three (3) quotes for repair work. Canada also reserves the rights to obtain, through a third party, its own estimates for the identified repairs to validate the Offeror's estimate.
- e. Once the cost of repairs is agreed to by both parties, the Offeror will invoice Canada, in accordance with the invoicing provisions of the Contract, for the agreed amount. The Contracting Authority will resolve disagreements
- f. If Canada decides to repair damage to a vehicle during the rental period, Canada will notify the Offeror before proceeding with the repairs. Both parties must agree to the repairs.

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

The Operators of the vehicles which will tow the trailers in this requirement may be under twenty-five (25) years of age.