



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre  
d'approvisionnement  
Fisheries and Oceans Canada | Pêches et  
Océans Canada  
200 Kent Street | 200 rue Kent  
Ottawa, ON, K1A 0E6

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**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

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

<b>Title / Titre</b> Truck Rentals / Location de camions		<b>Date</b> May 5, 2022 / 5 Mai 2022
<b>Solicitation No. / N° de l'invitation</b> 30002554		
<b>Client Reference No. / No. de référence du client(e)</b> 30002554		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 02:00 pm / 14h00 EST (Eastern Standard Time / HNE (Heure Normale de l'Est)) <b>On / le :</b> May 20, 2022 / 20 Mai 2022		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Olivier Trinh, Contracting Specialist <b>Email / Courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a> c.c.: <a href="mailto:olivier.trinh@dfo-mpo.gc.ca">olivier.trinh@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b>	
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>	<b>Facsimile No. / No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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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 Work**

The Contractor must perform the Work in accordance with the Statement of Work 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 or by telephone.

### **1.4 Trade Agreements**

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



## **PART 2 - BIDDER INSTRUCTIONS**

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

**As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.**

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

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

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

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### **2.2 Submission of Bids**

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

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

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

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 British Columbia.

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.



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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

**Section I: Technical Bid** (one soft copy in PDF format)

**Section II: Financial Bid** (one soft copy in PDF format)

**Section III: Certifications** (one soft copy in PDF format)

#### **Important Note:**

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

##### **3.1.1 Exchange Rate Fluctuation**

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

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.



## ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

The rates listed are to be all-inclusive with the exception of fuel for the trucks during the period of use. The delivery and pick-up rates for the delivery and pick-up of the trucks and trailers are to be all-inclusive fixed rates. Travel, accommodation and fuel for the delivery and pick up are to be included in the all-inclusive fixed rates. For partial weeks of rental, the weekly rate shall be prorated by the number of days.

### 1.0 Contract Rentals

The Contractor will be paid all-inclusive fixed time rates as follows:

#### 1.1 Initial Period: From Date of Award to March 31, 2023:

Item	Description	Number of Units (A)	Unit Price (B)	Estimated Quantity (C)	Total for Evaluation (A x B x C)
			Cost per week per unit	# of Weeks	
1	Flat deck truck (F-550 or equivalent) in Clinton, BC from July 1, 2022 to August 20, 2022	10	\$	8	\$
2	Flat deck truck (F-550 or equivalent) in Lillooet, BC from June 15, 2022 to August 6, 2022	2	\$	8	\$
3	Flat deck truck (F-550 or equivalent) in Lillooet, BC from June 15, 2022 to September 30, 2022	2	\$	16	\$
Item	Description	Number of Units (A)	All-inclusive Cost Per Delivery or Pick Up Per Truck (B)	# of Truck Pick Up and Deliveries (C)	Total for Evaluation (A x B x C)
4	Delivery and pick up of trucks to and from Clinton, BC	1	\$	40	\$
5	Delivery and pick up of trucks to and from Lillooet, BC	1	\$	10	\$
Total Contract Rental Fees (GST extra)					\$



**1.2 Option Period 1: From April 1, 2023 to March 31, 2024:**

Item	Description	Number of Units (A)	Unit Price (B)	Estimated Quantity (C)	Total for Evaluation (A x B x C)
			Cost per week per unit	# of Weeks	
1	Flat deck truck (F-550 or equivalent) in Clinton, BC	10	\$	8	\$
2	Flat deck truck (F-550 or equivalent) in Lillooet, BC	2	\$	8	\$
3	Flat deck truck (F-550 or equivalent) in Lillooet, BC	2	\$	16	\$
Item	Description	Number of Units (A)	All-inclusive Cost Per Delivery or Pick Up Per Truck (B)	# of Truck Pick Up and Deliveries (C)	Total for Evaluation (A x B x C)
4	Delivery and pick up of trucks to and from Clinton, BC	1	\$	40	\$
5	Delivery and pick up of trucks to and from Lillooet, BC	1	\$	10	\$
<b>Total Contract Rental Fees (GST extra)</b>					<b>\$</b>

**1.3 Option Year 2: From April 1, 2024 to March 31, 2025:**

Item	Description	Number of Units (A)	Unit Price (B)	Estimated Quantity (C)	Total for Evaluation (A x B x C)
			Cost per week per unit	# of Weeks	
1	Flat deck truck (F-550 or equivalent) in Clinton, BC	10	\$	8	\$
4	Flat deck truck (F-550 or equivalent) in Lillooet, BC	2	\$	8	\$
5	Flat deck truck (F-550 or equivalent) in Lillooet, BC	2	\$	16	\$
Item	Description	Number of Units (A)	All-inclusive Cost Per Delivery or Pick Up Per Truck (B)	# of Truck Pick Up and Deliveries (C)	Total for Evaluation (A x B x C)
7	Delivery and pick up of trucks to and from Clinton, BC	1	\$	40	\$
8	Delivery and pick up of trucks to and from Lillooet, BC	1	\$	10	\$
<b>Total Contract Rental Fees (GST extra)</b>					<b>\$</b>





**TOTAL EVALUATED BID PRICE:**

\$ \_\_\_\_\_ + 1.2 \$ \_\_\_\_\_ + 1.3 \$ \_\_\_\_\_  
= \$ \_\_\_\_\_ (GST extra)



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Annex 1 to Part 4

##### **4.1.2 Financial Evaluation**

Refer to Annex 1 to Part 3

SACC *Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical Criteria**

SACC *Manual* Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria



**ANNEX 1 to PART 4  
EVALUATION CRITERIA**

1. All trucks submitted for evaluation must include a representative photo, proof of license and ownership.
2. Proposals will be evaluated in accordance with the mandatory evaluation criteria below. Bidder's proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.
3. The Bidder must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number that contains the information to verify that the criteria has been met.

The Bidder must meet all mandatory criteria listed. Any bid not meeting any one of the mandatory criteria below will be deemed non-compliant and will not be given further consideration.

Mandatory Criteria Technical Specifications		Cross reference to technical offer (indicate page #)	Meets Yes/No
<b>M1</b>	The bidder MUST provide photo, proof ownership and license for each truck to be provided for rental under this contract with the bid.		
<b>M2</b>	For the Trucks (F-550 or equivalent) submitted, the bidder MUST demonstrate using documentation that provides sufficient detail that each truck meets the following requirements with the bid:		
M2.1	Flat deck		
M2.2	Headache Rack		
M2.3	Maximum GVWR of 10,000Kg		
M2.4	Minimum payload capacity of 3,500Kg		
M2.5	Four Wheel Drive Transmission		
M2.6	Automatic transmission with overdrive		
M2.7	Air conditioning		
M2.8	Front and rear Air bags (SRS)		
M2.9	Locking rear differential		
M2.10	Minimum 10 ply mud/snow rated tires		
M2.11	Jack, jacking pad, 2-3 ft breaker bar, 12" extension, proper socket		



## **PART 5 - CERTIFICATIONS**

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 procurement 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/canada-esdc-labour-s) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

#### **5.2.3 Additional Certifications Precedent to Contract Award**

##### **5.2.3.1 List of Names for Integrity Verification Form**



Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

**5.2.3.2 Contractor's Representative**

The Contractor's Representative for the Contract is:

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

**5.2.3.3 Supplementary Contractor Information**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:  
 \_\_\_\_\_
- b) The status of the contractor (individual, unincorporated business, corporation or partnership:  
 \_\_\_\_\_
- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:  
 \_\_\_\_\_
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:  
 \_\_\_\_\_

**5.2.4 Former Public Servant**

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



## Definitions

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;



- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

---

Signature

---

Print Name of Signatory



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## ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

### Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)





## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.1.1.1 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.

6.1.1.2 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.

6.1.1.3 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).

6.1.1.4 Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

### 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 6.3 Standard Clauses and Conditions

**As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.**

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

6.3.1.1 [2010C](#) (2021-12-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of [2010C](#) (2021-12-02), General Conditions - Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010C 10 (2013-02-21) Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca), c.c. *(to be provided at contract award)*. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:



- a. Contractor's Name and remittance physical address;
  - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
  - c. Invoice Date;
  - d. Invoice Number;
  - e. Invoice Amount (broken down into item and tax amounts);
  - f. Invoice Currency (if not in Canadian dollars);
  - g. DFO Reference Number (PO Number or other valid reference number);
  - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
  - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - j. deduction for holdback, if applicable;
  - k. the extension of the totals, if applicable; and
  - l. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
  4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### 6.3.2 Supplemental General Conditions

4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules

apply to and forms part of the Contract.

Full Text:

#### **Compliance with on-site measures, standing orders, policies, and rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

4014 (2021-11-29) Suspension of the work applies to and forms part of the Contract.

Full Text:

#### **Suspension of the work**

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 21 (2014-09-25)



Default by the Contractor or 22 (2020-05-28) Termination for convenience of General Conditions 2010C (2021-12-02): Services (medium complexity).

2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the contract is from June 15, 2022 to March 31, 2023

### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 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 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Olivier Trinh  
Title: Contracting Specialist  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 200 Kent Street, Ottawa, ON K1A 0E6

Telephone: 873-455-0475  
E-mail: [olivier.trinh@dfo-mpo.gc.ca](mailto:olivier.trinh@dfo-mpo.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform



work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **6.5.2 Project Authority *(to be inserted at Contract award)***

The Project Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:

Telephone:  
E-mail:

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

### **6.5.3 Contractor's Representative *(to be inserted at Contract award)***

The Contractor's Representative for the Contract is:

Name:  
Title:  
Organization:  
Address:

Telephone:  
E-mail:

## **6.6 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)***

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

## **6.7 Payment**

### **6.7.1 Basis of Payment**

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$ \_\_\_\_\_ *(insert the amount at contract award)*. Customs duties are included and Applicable Taxes are extra.

6.7.1.1 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.



6.7.1.2 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.7.3 Methods of Payment

#### 6.7.3.1 Monthly Payment

SACC *Manual* clause [H1008C](#) (2008-05-12), Monthly Payment

#### 6.7.4 SACC *Manual* Clauses

SACC *Manual* clause [A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department

### 6.7.5 Electronic Payment of Invoices – Contract

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

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

### 6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

- 6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca)  
c.c. (*to be inserted at Contract award*)



## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

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

### 6.10 Applicable Laws

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

### 6.11 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 Articles of Agreement;
- (b) the supplemental general conditions [4013](#) (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules, and [4014](#) (2021-11-29) Suspension of the work;
- (c) the general conditions [2010C](#) (2021-12-02), General Conditions - Services (Medium Complexity);
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Insurance Conditions;
- (g) the Contractor's bid dated \_\_\_\_\_ *insert date of bid* [*If the bid was clarified or amended, insert at the time of contract award*]: " , as clarified on \_\_\_\_\_ *or*, as amended on \_\_\_\_\_ *and insert date(s) of clarification(s) or amendment(s)*

### 6.12 Foreign Nationals (Canadian Contractor) or (Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

or

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

### 6.13 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.

#### **6.14 SACC Manual Clauses**

SACC *Manual* clause [A9068C](#) (2010-01-11), Government Site Regulations

#### **6.15 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](#)".

#### **6.16 Environmental Considerations**

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.



**ANNEX "A"  
STATEMENT OF WORK**

**1.0 Requirement**

Fisheries and Oceans Canada has a requirement for various rental trucks to be provided for the Big Bar Landslide operations. The rentals may be weekly, monthly or for the entire period as determined by the Project Authority in accordance with the specifications below:

**Required:**

Rental of fourteen (14) heavy-duty 4x4 flat deck trucks with crew cabs, a minimum payload of 3,500Kg and, capable of driving on gravel and dirt roads with grades up to 21%. Consider Ford F-550 Super-Duty or equivalent.

**Rental Period:**

<b>Delivery Destination</b>	<b>Rental Period 1</b>	<b>Rental Period 2</b>	<b>Rental Period 3</b>
	June 15 – August 6	June 15 – September 30	July 1 – August 20
Clinton, BC – Flat Decks			10 Flat Decks
Lillooet, BC – Flat Decks	2 Flat Decks	2 Flat Decks	

**Delivery and Pick-up:**

Deliver to, and pick up from DFO office in Lillooet BC (654 Industrial Place).

Deliver to, and pick up from Cariboo Hotel 1414 Cariboo Highway, Clinton BC

**Technical Requirements:**

**Flat deck trucks**

- Flat deck with multiple tie down points
- Headache Rack
- Maximum GVWR of 10,000Kg
- Minimum payload capacity of 3,500Kg
- Four Wheel Drive transmission
- Automatic transmission with overdrive
- Air conditioning
- Front and Rear Air bags (SRS)
- Locking rear differential
- Minimum 10 ply mud/snow rated tires, ideally K02 tires or similar
- Jack

**2.0 Truck Requirements**

2.1 Trucks must be no more than five (5) years old, in good repair, in clean condition and delivered with a full fuel tank. Canada may refuse to accept the provision of any truck that is more than five (5) years old.





- 2.2 The contractor is responsible for all regular truck maintenance servicing, tire replacement and tire repair. Maintenance shall include labour, parts replacement and the servicing of all portions of the trucks, including changing the engine oil and other lubricants and fluids at intervals specified in the manufacturers' manual. The contractor will replace tires blown or worn through normal driving and road hazard conditions. The contractor will be responsible for flats due to normal wear and tear. The contractor shall not schedule maintenance without the consent of the Project Authority and if necessary will provide a replacement truck. Replacement trucks will be provided if there is a requirement to remove the truck from use for more than 24 hours. The Project Authority may refuse the provision of a truck if the tires are visibly worn in excess of the allowable Provincial Standard.
- 2.3 Each truck must include complete copies of the rental agreement and vehicle condition report.
- 2.4 In the case of a truck breakdown the contractor is required to replace or provide on-site repair within 24 hours. The contractor shall dispatch a licensed mechanic to provide repair on-site with a mobile service unit, subcontract with a local mechanic or provide a replacement truck when repairs cannot be done at the site. All replacement will be subject to the same inspection and acceptance process.
- 2.5 When the truck is picked up by the contractor, DFO must be provided with completed copies of the rental agreement showing odometer reading, date and time of pick up and the vehicle condition report signed by both parties.
- 2.6 Rentals must be available by week or month with upgrades due to unavailability of requested type provided at no extra charge.
- 2.7 The contractor is required to maintain insurance coverage on each truck in compliance with the province having jurisdiction and Annex C, Insurance Conditions.
- 2.8 Any terms and conditions supplied by the contractor including those on the Rental Agreement or Acceptance Form will not supersede the terms and conditions of this contract.

### **3.0 Inspection**

- 3.1 The Department reserves the right to inspect the offered rental trucks.
- 3.2 At delivery or on pick-up the trucks will be inspected for damage by the contractor and by DFO simultaneously. Damage other than "normal wear and tear" incurred to the truck between these two inspections will be the responsibility of the Department.
- 3.3 The condition of each truck (damages, malfunction, loss) discovered during inspection shall be recorded on the vehicle inspection report provided by the contractor which shall be signed and dated by both parties: the contractor and DFO. Only damage recorded on the report shall be considered for compensation by the Department.

### **4.0 Compliance with Motor Vehicle Safety Act**

Each truck supplied must meet the provision of the *Motor Vehicle Safety Act of Canada* and the regulations thereunder that are in force on the date of its manufacture.

### **5.0 Availability of Rental Vehicle**

If a truck agreed to in the contract is not available, a substitute vehicle of equal or better value acceptable to DFO will be provided by the contractor at no additional charge.

### **6.0 Warranty**

The manufacturer's standard warranty shall apply for the rented trucks.

### **7.0 Title**

The title to any truck or trailer supplied under this contractor at all times remains with the contractor.

### **8.0 Quiet Enjoyment**

The contractor represents and warrants that:



- a) It has full power and authority to rent the trucks to the Department, and
- b) During the period of the rental, DFO shall have unlimited use of the trucks or trailers without disturbance from the contractor, except when the contractor is providing maintenance or repair pursuant to the provisions of the contract, and without disturbance by any person lawfully claiming by, or through, or under the contractor.

### **9.0 Routine Maintenance and Repair**

Maintenance and repair associated with routine schedule maintenance of the rental trucks and trailers will be the responsibility of the contractor and will be provided at no extra cost to the Department.

The contractor is responsible for the replacement of tires covered by the tire manufacturer's normal warranty, and for the repair or replacement of tires damaged by road hazards and normal wear and tear. Replacement tires will be to original equipment specifications with the same life, standard and quality.

### **10.0 Contractor/DFO Responsibilities**

1. The contractor shall be responsible for:

- (a) Delivery to destination
- (b) Pick up at time of expiry of contract or as determined by the Project Authority.
- (c) Pick up and return of truck for servicing.
- (d) Full maintenance and repair due to normal wear and tear.
- (e) Vehicle licensing, permits or exemptions.
- (f) Replacement of tires and tire repairs.
- (g) Provision of snow tires and chains as requested.
- (h) Supply of another licensed truck of the same type and size or replace a specific vehicle when a unit is taken out of service for repairs for a period greater than twenty-four (24) hours. Down time will be pro-rated from the weekly charges.

2. The Department shall be responsible for loss and damage to any truck provided under this contract during the rental period if caused by negligence or carelessness of employees, contractors or other authorized drivers of DFO and recorded to the extent that the loss or damage is not the result of an Act of God or normal wear and tear; in addition, DFO is responsible for:

- (a) the supply of fuel after receipt of the vehicle which will be supplied with a full tank of gas; DFO will return the vehicle with a full tank of gas;
- (b) washing during the rental period after receipt of the vehicle.

### **11. DELIVERY AND PICK UP**

1. The contractor shall provide a fixed price for the delivery and pick up of trucks that shall include all fuel, travel costs for the driver including meals and accommodation if required.
2. The weekly rates charged will be for unlimited mileage.



**ANNEX “B”  
BASIS of PAYMENT**

Under any resulting contract, Canada will not accept travel and living expenses that are incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

The rates listed are to be all-inclusive with the exception of fuel for the trucks during the period of use. The delivery and pick-up rates for the delivery and pick-up of the trucks and trailers are to be all-inclusive fixed rates. Travel, accommodation and fuel for the delivery and pick up are to be included in the all-inclusive fixed rates. For partial weeks of rental, the weekly rate shall be prorated by the number of days.

**1.0 Contract Rentals**

The Contractor will be paid all-inclusive fixed rates as follows:

**1.1 Initial Period: From Date of Award to March 31, 2023:**

Item	Description	Cost per week per unit
1	Flat deck truck (F-550 or equivalent) from June 15, 2022 to August 6, 2022 in Lillooet, BC.	\$
2	Flat deck truck (F-550 or equivalent) from June 15, 2022 to September 30, 2020 in Lillooet, BC.	\$
3	Flat deck truck (F-550 or equivalent) from July 1, 2022 to August 20, 2022 in Clinton, BC.	\$
Item	Description	All-inclusive Cost Per Delivery or Pick Up Per Truck
4	Delivery/pick up of trucks to and from Clinton, BC	\$
5	Delivery/pick up of trucks to and from Lillooet, BC	\$

**2.0 Option Year 1 (from April 1, 2023 to March 31, 2024): Contract Rentals**

The Contractor will be paid all-inclusive fixed rates as follows:

Item	Description	Cost per week per unit
1	Flat deck truck (F-550 or equivalent) in Lillooet, BC.	\$
2	Flat deck truck (F-550 or equivalent) in Clinton, BC.	\$
Item	Description	All-inclusive Cost Per Delivery or Pick Up Per Truck
3	Delivery/pick up of trucks to and from Clinton, BC	\$
4	Delivery/pick up of trucks to and from Lillooet, BC	\$

**3.0 Option Year 2 (from April 1, 2024 to March 31, 2025): Contract Rentals**

The Contractor will be paid all-inclusive fixed rates as follows:

Item	Description	Cost per week per unit
1	Flat deck truck (F-550 or equivalent) in Lillooet, BC.	\$
2	Flat deck truck (F-550 or equivalent) in Clinton, BC.	\$
Item	Description	All-inclusive Cost Per Delivery or Pick Up Per Truck
3	Delivery/pick up of trucks to and from Clinton, BC	\$
4	Delivery/pick up of trucks to and from Lillooet, BC	\$



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## ANNEX "C" INSURANCE CONDITIONS

### 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 **Fisheries and Oceans Canada**.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



**For the province of Quebec, send to:**

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

**For other provinces and territories, send to:**

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.