



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions -  
TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

## SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise  
indicated, all other terms and conditions of the Solicitation  
remain the same.

Ce document est par la présente révisé; sauf indication contraire,  
les modalités de l'invitation demeurent les mêmes.

### Comments - Commentaires

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Travel Procurement Services Division/Division des  
services d'approvisionnement en voyage  
L'Esplanade Laurier, East Tower 7t  
L'Esplanade Laurier, Tour est 7e é  
140 O'Connor, Street,  
140 O'Connor, rue O'Connor,  
Ottawa  
Ontario  
K1A 0R5

|  |  |
|--|--|
| <b>Title - Sujet</b> Cadets at 4Wing Cold Lake   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W0134-23R004/A   | <b>Amendment No. - N° modif.</b><br>001      |
| <b>Client Reference No. - N° de référence du client</b><br>W0134-23R004  | <b>Date</b><br>2022-06-16                    |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$LP-003-81255   |  |
| <b>File No. - N° de dossier</b><br>lp003.W0134-23R004  | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 04:00 PM</b> Eastern Daylight Saving Time EDT<br><b>on - le 2022-06-21</b> Heure Avancée de l'Est HAE |  |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>       |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Gagnon, Nicholas  | <b>Buyer Id - Id de l'acheteur</b><br>lp003  |
| <b>Telephone No. - N° de téléphone</b><br>(000) 000-0000 ( )   | <b>FAX No. - N° de FAX</b><br>(000) 000-0000 |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b>  |  |

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° d'invitation  
W0134-23R004Amd. No. - N° de la modif.  
001Buyer ID - Id de l'acheteur  
lp003Client Ref. No. - N° de réf. du client  
W0134-23R004File No. - N° du dossier  
LP003W0134-23R004

CCC No./N° CCC - FMS No./N° VME

**CONTRACT AMENDMENT 001 FOR CONTRACT W0134-23R004**

Contract Amendment 001 is raised to:

1. modify header of Solicitation RFP
2. adjust Annex B - Basis of Payment to reflect errors of Vehicles and Quantity on page 18 of RFP

- At the top of each page of the RFP please add the following header.

Solicitation No. - N° d'invitation  
W0134-23R004Amd. No. - N° de la modif.  
001Buyer ID - Id de l'acheteur  
lp003Client Ref. No. - N° de réf. du client  
W0134-23R004File No. - N° du dossier  
LP003W0134-23R004

CCC No./N° CCC - FMS No./N° VME

- At Annex B – Basis of Payment page 18

Delete in its entirety and replace with the following to reflect the changes of vehicle types and quantity needed.

| CAD daily rate for drivers under the age of 21 (if applicable):           |                        |                              |                    |
|---|------------------------|------------------------------|--------------------|
|   |                        |                              | Daily Rate in CAD  |
| SUV   |                        |                              |                    |
| Full size van   |                        |                              |                    |
| ½ Ton Pickup Truck crew cab with 2" hitch                                 |                        |                              |                    |
| ¾ Ton Pickup truck crew cab with 2" hitch                                 |                        |                              |                    |
| CAD daily rate for drivers between the ages of 21 and 24 (if applicable): |                        |                              |                    |
|   |                        |                              | Daily Rate in CAD  |
| SUV   |                        |                              |                    |
| Minivan   |                        |                              |                    |
| ½ Ton Pickup Truck crew cab with 2" hitch                                 |                        |                              |                    |
| ¾ Ton Pickup truck crew cab with 2" hitch                                 |                        |                              |                    |
| Delivery charge CAD rates (if applicable):                                |                        |                              |                    |
|   | Number of Vehicles (a) | Delivery Fee per Vehicle (b) | Total Rate (a x b) |
| SUV   | 10                     |                              |                    |
| Full size van   | 4                      |                              |                    |
| 1 Ton Pickup Truck crew cab with 2" hitch                                 | 9                      |                              |                    |
| 1 Ton van with safety divider   | 1                      |                              |                    |
| Taxes CAD rates:  |                        |                              |                    |
|   |                        |                              | % Rate             |
| Indicate % of applicable Federal Tax                                      |                        |                              |                    |
| Indicate % of applicable State Tax  |                        |                              |                    |
| Indicate % of applicable Local Tax  |                        |                              |                    |
| Totals  |                        |                              |                    |
|   | Daily (a)              | Weekly (b)                   | Monthly (c)        |
| SUV   |                        |                              |                    |
| Full Size van   |                        |                              |                    |
| ½ Ton Pickup Truck crew cab with 2" hitch                                 |                        |                              |                    |
| ¾ Ton Pickup Truck crew cab with 2" hitch                                 |                        |                              |                    |
| Drivers under the age of 24 (if applicable)                               |                        |                              |                    |
| Delivery charge (if applicable)   |                        |                              |                    |
| Sub Total   |                        |                              |                    |
| Applicable Taxes  |                        |                              |                    |
| Totals of each columns (a), (b) and (c)                                   |                        |                              |                    |

All other terms and conditions remain unchanged.

Solicitation No. - N° d'invitation  
W0134-23R004

Amd. No. - N° de la modif.  
001

Buyer ID - Id de l'acheteur  
lp003

Client Ref. No. - N° de réf. du client  
W0134-23R004

File No. - N° du dossier  
LP003W0134-23R004

CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Statement of Requirement**

The Department of National Defense (DND) Canadian Armed Forces (CAF) requires rental of various types of commercial vehicles to meet the daily transportation requirements for personnel and equipment as per Annex A – Statement of Requirement.

### **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

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## 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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Attn: Nick Gagnon [TPSGC.PADGTLPRCousm-APTMDLPBidRec.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PADGTLPRCousm-APTMDLPBidRec.PWGSC@tpsgc-pwgsc.gc.ca) by the date and time indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile 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 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.

## 2.4 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.

## 2.5 Applicable Laws

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

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.

## 2.6 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 submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that prices appear in the financial bid only. No prices to be indicated in any other section of the bid.

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

- Section I:        Technical Bid                    (1 electronic copy)
- Section II:       Financial Bid                    (1 electronic copy)
- Section III:      Certifications                    (1 electronic copy)

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

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

In their technical bid, Bidders should explain and demonstrate how they meet the mandatory requirements and how they will carry out the work. Suppliers are required submit their technical bid by providing information required in Annexe E.

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

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

##### **3.1.1 Electronic Payment of Invoices – Bid**

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

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

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

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

Bidders must submit the certifications required under Part 5.

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## **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**

Bids must comply with all terms and conditions of this Request for Proposal (RFP), including Mandatory Technical Criteria in Annex E to be considered responsive.

A bid in which all the mandatory criteria have been met will proceed to the financial evaluation stage

### **4.2 Basis of Selection**

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

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## **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.

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## 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 perform the Work in accordance with the Statement of Requirement 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](#) (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the is from date of Contract issuance to May 20, 2022 inclusive.

#### 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 30 additional days 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 forty eight (48) hours 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: Nick Gagnon  
Title: Supply Agent  
Department: Public Works and Government Services Canada Acquisitions Branch  
Division: Travel Procurement Services Division  
Address: Building Esplanade Laurier, East Tower  
140 O'Connor Street, 7<sup>th</sup> floor St 013  
Ottawa, ON, K1A 0R5

Telephone: **To be inserted at Contract award**

E-mail: **To be inserted at Contract award**

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 Technical Authority (*To be inserted at Contract Award*)**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_.

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.

### **6.5.3 Contractor's Representative (*To be inserted at Contract Award*)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_

## **6.6 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

## **6.7 Payment**

### **6.7.1 Basis of Payment – Firm Price**

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 for a cost of \$ (*insert the amount at contract award*). Customs duties are 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.

#### **6.7.2 Method of Payment – Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work delivered has been accepted by Canada.

#### **6.7.3 Electronic Payment of Invoices – Contract *(To be determined at Contract award)***

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

#### **6.8 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.

Invoices must be distributed as follows:

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

***(To be inserted at contract award)***

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled “Authorities” of the Contract:

***(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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

#### **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 general conditions **2010C** (2022-01-28) General conditions: Services(medium complexity)
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Electronic Payment Instruments;
- f. Annex D, Contact information;
- g. Annex E, Mandatory Technical Evaluation
- h. The Contractor's bid dated \_\_\_\_\_. (*To be inserted at contract award*).

#### **6.12 Insurance - Vehicles – Long Term Lease **G6001C** (2008-05-12)**

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.

#### **6.13 Division of Responsibilities - Vehicles Rental**

Unless otherwise stated in the Contract, the following applies:

##### **1. For the purposes of this clause:**

- a. The term "Lease" refers to the Contract by which the Contractor (as Lessor) grants Canada (as Lessee), for the term specified in the Contract, the right to possess, use and enjoy the vehicle specified in the Contract. The lease will be an operating and closed end type of lease, and will not convey ownership of the vehicle to Canada nor create any obligation on Canada to purchase the vehicle at lease expiry.
- b. The term "Normal Wear and Tear" refers to the natural amount of deterioration, which can be expected over the term of the lease and include:
  - i. tire wear, paint chips and minor scratches that do not extend to the base metal;
  - ii. all paint scratches and paint wear and minor dents to interior, top rails and tailgates of pick-up trucks;
  - iii. paint chips caused by stones thrown by the wheels of the vehicles;
  - iv. frayed or stretched emergency brake cables;

- v. interior wear of vehicles not including holes, burns or tears of interior surfaces;
- vi. interior wear of trucks including all paint scratches; and
- vii. tire wear and damage, provided that the tires meet provincial safety standards.

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

## **2. The Contractor is responsible for:**

- a. Delivery of the vehicle to the designated dealer closest to the area identified in the Contract;
- b. Pre-servicing the vehicle in the normal way for customer delivery;
- c. Supplying approximately one quarter (1/4) tank of fuel with the vehicles delivered;
- d. Ensuring each vehicle delivered has the following equipment and accessories:
  - i. two ignition keys
  - ii. vehicle jack
  - iii. wheel wrench
  - iv. all minimum features as detailed in the applicable *Government Motor Vehicle Ordering Guide* and specifications;
- e. Replacement of tires covered by the tire manufacturer's normal warranty. (Replacement tires will be to original equipment specifications with the same life, standard and quality.);
- f. 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 vehicle leased, within Canada; and
- g. Inspecting the vehicle upon its return to the designated dealer for any damages.

## **3. Canada is responsible for:**

- a. Picking up the vehicle at the designated dealer;
- b. Supply of fuel during the lease period;
- c. Oil, fluids and lubricants between and including routine oil changes;
- d. Washing the vehicle;
- e. Maintenance in accordance with Contractor's published maintenance schedule for the vehicle;
- f. Ordinary tire repairs due to road hazards and replacement due to normal wear and tear, as required. (Replacement tires will be to original equipment specifications with the same life, standard and quality.);
- g. Providing written notification to the Contractor, five (5) business days before the end of the lease, that the vehicle will be returned to the closest Contractor's dealer;
- h. Returning the vehicle with one quarter (1/4) tank of fuel;
- i. Ensuring that all original manufacturers' components of the returned vehicle are in working condition; and
- j. Fines for traffic violations, including unlawful parking issued to representatives of Canada during the lease period.

## **4. Loss, damage, repairs**

- a. Canada is responsible for loss and damage to the vehicle (including damage to optional equipment not requested but accepted by Canada) during the lease 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. If a vehicle is returned to the Contractor at the end of the lease in damaged condition, the Contractor must provide to Canada within five (5) business days after the return of the vehicle, a written estimate for the cost of repairs or replacement of the loss to the authorized representative of Canada identified in the Contract. Repair work must be in accordance with industry standard.
- c. Canada reserves the rights to obtain, through a third party, its own estimates for the identified repairs to validate the Contractor's estimate.
- d. Once the cost of repairs is agreed to by both parties, the Contractor will invoice Canada for the agreed amount. The Contracting Authority will resolve disagreements.
- e. If Canada decides to repair damage to a vehicle during the lease period, Canada will notify the Contractor before proceeding with the repairs. Both parties must agree to the repairs.

## 5. General

Where Canada requests the Contractor to plate the vehicle, an administration charge up to a maximum of \$25 may apply.

### 6.14 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

### 1.0 Scope

The Department of National Defense (DND) Canadian Armed Forces (CAF) requires rental of various types of commercial vehicles to meet the daily transportation requirements for personnel and equipment.

### 2.0 Purpose

The Canadian Armed Forces (CAF) has a requirement for rental vehicles, without drivers in CFB Cold Lake, Alberta from July 4, 2022 (ideal start date, otherwise later date of contract award, this applies to all other references to July 4<sup>th</sup> herein) to Aug 29, 2022.

### 3.0 Requirement

Provide rental vehicle of the following types of vehicle:

- a. 10 x SUVs. Vehicles are to have four (4) doors and be capable of having a carrying capacity of five (5) people.
- b. 4 x full size vans. Vehicles are to have four (4) doors and be capable of having a carrying capacity of eight (8) people;
- c. 9 x 1 ton pickup truck with crew cab and 2" hitch receiver and brake controller; and
- d. 1 x 1 ton panel/cargo van with safety divider between the cargo area and the driver.

The Contractor must have the vehicles onsite at CFB Cold Lake and ready to go by 1300hrs on 4 July 2022.

Vehicles must be able to be driven by multiple drivers. All will be a minimum of 18 years of age and hold a valid DND Driver's Licence (DND 404).

CAF personnel under 21 years old will be allowed to drive rental vehicles as long as they are driving on authorized Canadian government/Canadian military business. A surcharge will be allowed as shown in Annex B - Basis of Payment.

For CAF personnel between 21 and 24 years old, will be allowed to drive rental vehicles as long as they are driving on authorized Canadian government/Canadian military business. A surcharge will be allowed as shown in Annex B - Basis of Payment.

#### Delivery and return location:

**Jul 4, 2022 Delivery:**  
167 Kingsway  
Cold Lake, Alberta  
T9M 2P4

**August 29, 2022 Return:**  
167 Kingsway  
Cold Lake, Alberta,  
T9M2P4

### 4.0 Additional Requirements

The vehicle must:

- a. Be in good condition, cleaned, mechanically checked, serviced and highway inspected prior to delivery;
- b. Be no more than four years old and have no more than 75,000 kilometers;
- c. Have air conditioning, in good serviceable working order;

- d. Have power steering system;
- e. Have all tires winter rated in new or near new condition, with at least seventy five percent (75%) or greater tread life remaining;
- f. Have a spare tire on a rim (compatible with the vehicle) in new or near new condition (with at least seventy five percent (75%) or greater tread life remaining); and
- g. The Contractor must provide a local PoC and contact number to respond to CAF queries on a twenty four (24) hours, seven (7) days a week basis. Local is defined as being resident in the vicinity of where the vehicle(s) are being rented. This PoC must have the authority to liaise with the CAF PoC on site and ensure any issues can be resolved promptly

## **5.0 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.

## **6.0 Constraints**

- a. Vehicles must be available for rent daily, weekly and/or monthly.
- b. Under normal circumstances, all paperwork must be completed by the Contractor in advance of the CAF personnel arriving to expedite the vehicle pick up process as quickly as possible.

## ANNEX B - BASIS OF PAYMENT

Basis of Payment will be firm daily rate per vehicle with unlimited mileage, Collision damage waiver (CDW) is to be inclusive along with any other fees i.e.: Airport Concession Recovery Fee, Energy Recovery Fee, or any other fees or surcharges as per the table herein.

If a vehicle is rented for a period of seven consecutive days, the weekly rate must be computed at no greater than:

- i. six (6) times the daily car rental rate, plus
- ii. six (6) times the daily CDW rate; and
- iii. any applicable taxes.

| SUV rates:  |             |                    |                   |                   |                   |             |
|---|-------------|--------------------|-------------------|-------------------|-------------------|-------------|
| Delivery Date   | Return Date | Number of Vehicles | Days required     | Daily (a)         | Weekly (b)        | Monthly (c) |
| 4-Jul-22  | 29-Aug-22   | 10                 | 57                |                   |                   |             |
| Full Size Van rates:  |             |                    |                   |                   |                   |             |
| Delivery Date   | Return Date | Number of Vehicles | Days required     | Daily (a)         | Weekly (b)        | Monthly (c) |
| 4-Jul-22  | 29-Aug-22   | 4                  | 57                |                   |                   |             |
| 1 Ton Pickup Truck crew cab with 2” hitch rates:  |             |                    |                   |                   |                   |             |
| Delivery Date   | Return Date | Number of Vehicles | Days required     | Daily (a)         | Weekly (b)        | Monthly (c) |
| 4-Jul-22  | 29-Aug-22   | 9                  | 57                |                   |                   |             |
| 1 Ton Panel/Cargo Van with safety divider rates:  |             |                    |                   |                   |                   |             |
| Delivery Date   | Return Date | Number of Vehicles | Days required     | Daily (a)         | Weekly (b)        | Monthly (c) |
| 4-Jul-22  | 29-Aug-22   | 1                  | 57                |                   |                   |             |
| Collision Damage Waiver (CDW ) daily rates: (rates to be included in the fees above for each vehicle) |             |                    |                   |                   |                   |             |
|   |             | Number of Vehicles | Days required (a) | Daily Rate(b)     | Total Rate(a x b) |             |
| SUV   |             | 10                 | 57                |                   |                   |             |
| Full size van   |             | 4                  | 57                |                   |                   |             |
| 1 Ton Pickup Truck crew cab with 2” hitch   |             | 9                  | 57                |                   |                   |             |
| 1 Ton van with safety divider   |             | 1                  | 57                |                   |                   |             |
| Daily rate for drivers under the age of 21 (if applicable):   |             |                    |                   |                   |                   |             |
|   |             |                    |                   | Daily Rate in CAD |                   |             |
| SUV   |             |                    |                   |                   |                   |             |
| Full size van   |             |                    |                   |                   |                   |             |
| 1 Ton Pickup Truck crew cab with 2” hitch   |             |                    |                   |                   |                   |             |
| 1 Ton van with safety divider   |             |                    |                   |                   |                   |             |

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File No. - N° du dossier  
LP003 W0134-22R023

Buyer ID - Id de l'acheteur  
LP003  
CCC No./N° CCC - FMS No./N° VME

|  |                               |                                     |                           |
|--|-------------------------------|-------------------------------------|---------------------------|
| <b>CAD daily rate for drivers under the age of 21 (if applicable):</b>           |                               |                                     |                           |
|  | <b>Daily Rate in CAD</b>      |                                     |                           |
| SUV  |                               |                                     |                           |
| Full size van  |                               |                                     |                           |
| ½ Ton Pickup Truck crew cab with 2" hitch  |                               |                                     |                           |
| ¾ Ton Pickup truck crew cab with 2" hitch  |                               |                                     |                           |
| <b>CAD daily rate for drivers between the ages of 21 and 24 (if applicable):</b> |                               |                                     |                           |
|  | <b>Daily Rate in CAD</b>      |                                     |                           |
| SUV  |                               |                                     |                           |
| Minivan  |                               |                                     |                           |
| ½ Ton Pickup Truck crew cab with 2" hitch  |                               |                                     |                           |
| ¾ Ton Pickup truck crew cab with 2" hitch  |                               |                                     |                           |
| <b>Delivery charge CAD rates (if applicable):</b>                                |                               |                                     |                           |
|  | <b>Number of Vehicles (a)</b> | <b>Delivery Fee per Vehicle (b)</b> | <b>Total Rate (a x b)</b> |
| SUV  | 10                            |                                     |                           |
| Full size van  | 4                             |                                     |                           |
| 1 Ton Pickup Truck crew cab with 2" hitch  | 9                             |                                     |                           |
| 1 Ton van with safety divider  | 1                             |                                     |                           |
| <b>Taxes CAD rates:</b>  |                               |                                     |                           |
|  |                               |                                     | <b>% Rate</b>             |
| Indicate % of applicable Federal Tax   |                               |                                     |                           |
| Indicate % of applicable State Tax   |                               |                                     |                           |
| Indicate % of applicable Local Tax   |                               |                                     |                           |
| <b>Totals</b>  |                               |                                     |                           |
|  | <b>Daily (a)</b>              | <b>Weekly (b)</b>                   | <b>Monthly (c)</b>        |
| SUV  |                               |                                     |                           |
| Full Size van  |                               |                                     |                           |
| ½ Ton Pickup Truck crew cab with 2" hitch  |                               |                                     |                           |
| ¾ Ton Pickup Truck crew cab with 2" hitch  |                               |                                     |                           |
| Drivers under the age of 24 (if applicable)                                      |                               |                                     |                           |
| Delivery charge (if applicable)  |                               |                                     |                           |
| Sub Total  |                               |                                     |                           |
| Applicable Taxes   |                               |                                     |                           |
| <b>Totals of each columns (a), (b) and (c)</b>                                   |                               |                                     |                           |

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### **ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder must indicate the electronic payment instruments that he is prepared to accept for the payment of invoices.

The Bidder accepts 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 D - CONTACT INFORMATION

### 1. Bidder Information

|  |                 |  |
|--|-----------------|--|
| Name:  |                 |  |
| Position/title:                                  |                 |  |
| Telephone number:                                |                 |  |
| Cellular number:                                 |                 |  |
| E-mail address:                                  |                 |  |
| Company legal name:                              |                 |  |
| Company operating name:                          |                 |  |
| Address:   |                 |  |
| Procurement Business Number (PBN if applicable): |                 |  |
| This company is:                                 | An Individual   |  |
|  | A Corporation   |  |
|  | A Joint Venture |  |

**Note:** Procurement Business Number (PBN) for Canadians Bidders only

If you do not have a PBN, please obtain your number using the following instructions:

Contact the **InfoLine at 1-800-811-1148** or a [Supplier Registration Information Agent](#) in your region.

## ANNEX E - TECHNICAL EVALUATION GRID

A bid that fails to meet all mandatory requirements of this RFP shall be disqualified from the bidding process and be given no further consideration.

The Bidder must provide the information required in the table below to support compliance with the RFP requirements.

| <b>SUV</b>   |            |           |
|--|------------|-----------|
| <b>CRITERIA</b>  | <b>YES</b> | <b>NO</b> |
| Vehicles must have four (4) doors and be capable of having a carrying capacity of five (5) people and their luggage (min. two (2) 20 kg pieces of luggage per person);   |            |           |
| <b>PASSENGER VAN</b>   |            |           |
| <b>CRITERIA</b>  | <b>YES</b> | <b>NO</b> |
| Passenger vans must be capable of carrying seven (7) people and their luggage (min. two (2) 20 kg pieces of luggage per person). Passenger van is defined as having seven (7) passenger carrying capability (including the driver)                           |            |           |
| <b>PICKUP TRUCK</b>  |            |           |
| <b>CRITERIA</b>  | <b>YES</b> | <b>NO</b> |
| Trucks must have crew cab and 2" hitch must be capable of carrying two (2) people and their luggage (min. two (2) 20 kg pieces of luggage per person).   |            |           |
| <b>ALL VEHICLES</b>  |            |           |
| <b>CRITERIA</b>  | <b>YES</b> | <b>NO</b> |
| All vehicles must be less than 4 years old.  |            |           |
| All vehicles must have less than 75,000 kilometers.  |            |           |
| All vehicles must be equipped power steering.  |            |           |
| All vehicles must have all-season tires in new or near new condition with at least seventy-five percent (75%) or greater tread life remaining.   |            |           |
| All vehicles must have air conditioning in good serviceable working order.   |            |           |
| All vehicles must have a spare tire on a rim (compatible with the vehicle) in new or near new condition (with at least seventy-five percent (75%) or greater tread life remaining) along with manufacturers' original tools necessary to change a flat tire. |            |           |