



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :

Taylor Komery
Senior Procurement Officer
Taylor.komery@forces.gc.ca

Proposal To: National Defence 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 therefore.

Proposition à : Défense nationale 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 annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Title/Titre RIMPAC Vehicle Rentals	Solicitation No – N° de l’invitation W8484-24-0657
Date of Solicitation – Date de l’invitation	
Address Enquiries to – Adresser toutes questions à Taylor.komery@forces.gc.ca	
Telephone No. – N° de téléphone	FAX No – N° de fax N/A
Destination See details within/voir les détails dans	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s’appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d’accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Solicitation Closes – L’invitation prend fin

At – à :

On - le :

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
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 (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 STATEMENT OF WORK.....	2
THE WORK TO BE PERFORMED IS DETAILED UNDER ANNEX A OF THE RESULTING CONTRACT CLAUSES.....	2
1.3 DEBRIEFINGS	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
PART 6 - RESULTING CONTRACT CLAUSES	10
6.1 SECURITY REQUIREMENTS	10
6.2 STATEMENT OF WORK.....	10
THE CONTRACTOR MUST PERFORM THE WORK IN ACCORDANCE WITH THE STATEMENT OF WORK AT ANNEX “A”	10
6.3 STANDARD CLAUSES AND CONDITIONS.....	10
6.4 TERM OF CONTRACT	10
6.5 AUTHORITIES	11
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	12
6.7 PAYMENT	12
6.8 INVOICING INSTRUCTIONS	13
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.10 APPLICABLE LAWS.....	14
6.11 PRIORITY OF DOCUMENTS	14
6.12 DEFENCE CONTRACT	14
6.13 DISPUTE RESOLUTION.....	14
ANNEX "A" STATEMENT OF WORK	15
ANNEX “C” TO PART 3 OF THE BID SOLICITATION	22
ELECTRONIC PAYMENT INSTRUMENTS.....	22
ANNEX D – DIRECT SERVICE PROVIDER CERTIFICATION	23

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

This requirement is Unclassified and there is no security associated with this requirement.

1.2 Statement of Work

The work to be performed is detailed under Annex A of the resulting contract clauses.

1.3 Debriefings

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

Article 12 of 2003 is deleted in its entirety and replaced with:

12 (2014-09-25) Rejection of bid

1. For the purposes of this Article, DND adopts PWGSC's Vendor Performance Corrective Measures Policy.
2. Canada may reject a bid where any of the following circumstances is present:
 - a. the Bidder, its parent, subsidiaries or other affiliates is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
 - i. where a person whose company under sub-article 2(a) is subject to a Vendor Performance Corrective Measure creates another company (e.g., sole proprietorship, partnership, limited partnership, or corporation), and submits a bid to this requirement, Canada may reject the bid from the new company;
 - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - c. the Bidder its parent, subsidiaries or other affiliates is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, its parent, subsidiaries or other affiliates, any of its employees or any subcontractor included as part of the bid;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, its parent, subsidiaries or other affiliates, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, its parent, affiliates or subsidiaries, any of its employees or any subcontractor included as part of the bid;
 - ii. Canada determines that the Bidder's performance, including the performance of the Bidder's parent, subsidiaries or other affiliates, on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder its parent, subsidiaries or other affiliates performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

3. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
4. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
 - a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

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](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Article 12 of 2003 is deleted in its entirety and replaced with:

12 (2014-09-25) Rejection of bid

1. For the purposes of this Article, DND adopts PWGSC's Vendor Performance Corrective Measures Policy.
2. Canada may reject a bid where any of the following circumstances is present:
 - a. the Bidder, its parent, subsidiaries or other affiliates subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
 - i. where a person whose company under sub-article 2(a) is subject to a Vendor Performance Corrective Measure creates another company (e.g., sole proprietorship, partnership, limited partnership, or corporation), and submits a bid to this requirement, Canada may reject the bid from the new company;
 - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - c. the Bidder its parent, subsidiaries or other affiliates is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, its parent, subsidiaries or other affiliates, any of its employees or any subcontractor included as part of the bid;

- e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, its parent, subsidiaries or other affiliates, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- f. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, its parent, affiliates or subsidiaries, any of its employees or any subcontractor included as part of the bid;
 - ii. Canada determines that the Bidder's performance, including the performance of the Bidder's parent, subsidiaries or other affiliates, on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder its parent, subsidiaries or other affiliates performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
3. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
4. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
 - a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

2.2 Submission of Bids

Unless otherwise specified in the bid solicitation or directed by the Contracting Authority, bids must be submitted only to the Department of National Defence 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 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 Ontario.

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

2.6 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid: one (1) soft copy by email;

Section II: Financial Bid: one (1) soft copy by email;

Section III: Certifications: one (1) soft copy by email; and

Section IV: Additional Information: one (1) soft copy by email.

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

Section I: Technical Bid

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

Section II: Financial Bid

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

Section III: Certifications

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

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.

3.1.2 Exchange Rate Fluctuation

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

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

Bids not meeting these mandatory technical criteria will be declared non-responsive:

MT1	The Bidder attests that they are able to provide rental vehicles in accordance with the number, types and dates as outline in Annex A SOW, Table 2.1.3 and defined in Annex A SOW, Para 2.1 and 2.2.
MT2	The Bidder attests that they are able to coordinate and provide the delivery of requested vehicles on 12 June 2024 at Daniel K. Inouye Airport as specified in Annex A SOW, Para 2.3.2
MT3	The Bidder attests that they are able to coordinate and accept the return of requested vehicles on 10 August 2024 at Daniel K. Inouye Airport as specified in Annex A SOW, Para 5.2
MT4	The Bidder attests that they are able to provide insurance in accordance with Annex A SOW defined in Para 9.
MT5	The Bidder attests that they are able to arrange for all pertinent documentation, including insurance, to allow for more than one driver per vehicle as per Annex A SOW, Para 3.1.11.

By providing a bid, the Bidder agrees to comply with all aspects of the Statement of Work. Full compliance of the Statement of Work is Mandatory.

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

4.2 Basis of Selection

4.2.1 SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection

4.2.2 A completed certification submitted with the bid as further specified at section **5.1.2 Letter Confirming Official Agreement**.

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.

5.1.2 Direct Service Provider Attestation

If a Bidder is not the direct service provider (e.g., the hotel or car rental company itself), the bid must include a completed **Annex D – Direct Service Provider Attestation**.

A Bidder's inability to provide a completed **Annex D – Direct Service Provider Attestation** with the bid will render the bid non-compliant and the bid will not be considered for further evaluation.

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the 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

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](#) (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

[2010C](#) (2022-12-01) is modified as follows:

ADD: 2010C 32 Vendor Performance Corrective Measures Policy
PWGSC's Vendor Performance Corrective Measures Policy applies to the Contract.

6.3.2 Insurance

The Contractor must comply with the insurance requirements specified in Annex A. 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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the date of the Contract to 10 August 2024

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 one additional two week 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 5 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.

6.4.3 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A – The statement of work section 2.1.2 of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Taylor Komery
Title: Senior Procurement Officer
National Defence

Telephone: 343-574-5295
E-mail address: Taylor.komery@forces.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 Technical Authority

The Technical Authority for the Contract is:

(to be inserted at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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)

Name: _____

Title: _____

Telephone: _____

E-mail address: _____

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

6.7.1 Basis of Payment

C0207C (2013-04-25) Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price, as specified in Annex B – Basis of Payment, applicable taxes are included.

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 Limitation of Expenditure

C6001C (2017-08-17) Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ excluded and Applicable Taxes are included.
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 Terms of Payment

H1008C (2008-05-12) – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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;
- c. the Work performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

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

(to be inserted at contract award)

- a. Direct Deposit (Domestic and International);
- b. Wire Transfer (International Only);

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 Ontario.

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) general conditions 2010C (2022-12-01) General Conditions – Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Electronic Payment Instruments; and
- (f) the Contractor's bid dated _____.

6.12 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A" STATEMENT OF WORK

1. Scope

1.1. Purpose

1.1.1 The Canadian Armed Forces (CAF) requires the provision of services in the Honolulu Area, HI, USA, for rental vehicles.

1.2. Background

1.2.1 These services are required when the CAF deploys to to Honolulu/Waikiki, HI, USA, for the period of 12 June to 10 August 2024 to participate in the Rim of the Pacific Exercise (RIMPAC) 2024.

2. Requirements

2.1. Tasks

2.1.1. The Contractor will provide rental vehicle consisting of minivans (seven (7) passenger capability), cargo panel vans, mid-sized cars (minimum of five (5) passenger capability), two-ton cube vans, full-sized pick-up trucks and sport utility vehicles (SUV) for the period 12 June to 10 August 2024.

2.1.2. There may be a requirement to increase the number of vehicles on an "as requested" basis for additional mid-size cars and minivans during the period of 02 July to 03 August 2024, not to exceed a maximum of five (5), by category, at the agreed upon rates listed by the Contractor. This requirement for optional vehicles will be communicated to the Contractor at the earliest available time, but no later than two (2) days prior to the anticipated date.

2.1.3. Table of required contracted rental vehicle services.

Dates		Days	2 Ton Cube Van	Minivan	Full-size Pick-Up Truck	SUV	Mid-size Car	Total
Delivery	Return							
12-Jun-24	03-Aug-24	52	0	0	0	1	0	1
12-Jun-24	10-Aug-24	59	0	2	0	2	5	9
21-Jun-24	27-Jun-24	6	2	0	0	0	0	2
22-Jun-24	04-Aug-24	43	0	2	0	0	0	2
22-Jun-24	10-Aug-24	49	0	5	0	0	6	11
26-Jun-24	04-Aug-24	39	0	9	1	0	19	29
02-Jul-24	04-Aug-24	33	0	3	0	0	9	12
02-Aug-24	04-Aug-24	2	0	0	1	0	0	1
03-Aug-24	10-Aug-24	7	2	0	0	0	0	2
Totals			4	21	2	3	39	69

2.2. Technical Requirements

The above tasks (as applicable) must be provided in accordance with the technical requirements detailed within.

2.2.1. Requirement that must be met for each vehicle provided shall include:

- 2.2.1.1. Be in safe operating condition, cleaned, mechanically inspected and serviced prior to delivery;
- 2.2.1.2. All vehicles must be provided a full tank of fuel;
- 2.2.1.3. Vehicles must have no more than 75,000 kilometers on the odometer and be less than 4 years old;
- 2.2.1.4. Have a minimum of a 4-cylinder gasoline engine and an automatic transmission;
- 2.2.1.5. Have air conditioning in good serviceable working order;
- 2.2.1.6. Have an interior heating system in good serviceable working order;
- 2.2.1.7. Have all tires in good condition, with at least 70% or greater tread life remaining;
- 2.2.1.8. Include two sets of keys. One set held at destination rental location upon call up; and
- 2.2.1.9. Provide road side emergency service by way of phone number that can be contacted 24 hours a day, seven (7) days a week.

2.2.2 Pick up trucks must have a trailer hitch and meet the following requirements:

- Trailer Net Capacity: 11,160 lbs (5062 kg)
- Trailer Weight: 2,336 lbs (1059 kg)
- 2 5/6" Coupler
- Brake Actuating System: Electric Over Hydraulics.
- OEDB Light-craft Weight: 9,378 lbs (4254 kg)
- Trailer + OEDB Combined Weight: 11,714 lbs (5,313 kg)

2.3. CAF Responsibilities

- 2.3.1. The CAF will identify an on-site point of contact (POC) for the requested services at the start of the contract. This designated on-site POC is the CAF Technical authority representative for whom the work is being carried out and is responsible for all matters concerning the technical requirements of the work;
- 2.3.2. The CAF (TA) will coordinate with the Contractor a specific time for delivery to collect vehicles from, Daniel K. Inouye International Airport for the vehicles requested 12 June 2024.
- 2.3.3. The CAF TA will inform the Contractor no later than forty-eight (48) hours before any associated vehicle cancellations or changes;
- 2.3.4. Provide qualified operators. CAF personnel under 25 years of age 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.

- 2.3.5. Reporting damages caused by driver neglect;
- 2.3.6. Ensuring fuel tanks are filled upon return; and
- 2.3.7. Drivers are responsible to pay all vehicle tickets and fines.

3. Contractor's Responsibilities

3.1. As part of the contract, the Contractor will be responsible to provide the following services to be included in the price of any vehicle rentals:

- 3.1.1. To provide a POC to liaise with the CAF TA concerning the work to be provided. This individual must be available during business hours by cell phone;
- 3.1.2. To provide the vehicles in good condition, cleaned, mechanically checked and inspected prior to acceptance;
- 3.1.3. Subject to availability, the CAF reserves the option to request additional vehicles not to exceed a maximum of five (5) at the agreed upon rates for the vehicle category listed by the Contractor. If the requirement for quantity of vehicles is reduced, the CAF has the option to notify the Contractor of the reduced quantity without penalty;
- 3.1.4. Maintaining the vehicle from normal wear and tear, and changing worn tires;
- 3.1.5. Towing if necessary, the vehicle from the point of vehicle breakdown to the contractor's repair facility;
- 3.1.6. The Contractor must allow the vehicle to be inspected by an appointed member of CAF;
- 3.1.7. Ensuring that all vehicles meet United States safety guidelines for motor vehicles and will ensure that all vehicles meet State of Hawaii department of transport safety guidelines for motor vehicles (<http://hidot.hawaii.gov/highways/library/motor-vehicle-safety-office/>);
- 3.1.8. Ensure that the vehicle is full of fuel upon delivery to CAF personnel;
- 3.1.9. All maintenance and repairs (Parts and Labour) are the responsibility of the contractor;
- 3.1.10. The Contractor is responsible for the delivery and pickup of vehicles to TA for the CAF; and
- 3.1.11. The Contractor must arrange for all pertinent documentation, including insurance, to allow for more than one driver per vehicle.

4. Vehicle Breakdowns

- 4.1. In the case that the vehicle cannot be repaired, the Contractor shall bring another vehicle as a replacement. The vehicle must meet the above standards and be of the same size and category of the original vehicle or better. Should the replacement vehicle require repairs, the Contractor must provide a replacement vehicle within (2) two hours and will not bill Canada for the time required to provide the second replacement vehicle until it has been delivered and inspected by the TA or representative;

- 4.2. The Contractor will provide a point of contact to liaise with the CAF TA concerning the services to be provided. This representative must be available twenty-four (24) hours a day and seven (7) days a week (24/7). This individual must have the authority to make decisions on behalf of the Contractor; and
- 4.3. In the case that the vehicle cannot be replaced, the contract may be terminated, and an invoice submitted for only the service that was provided.

5. Delivery Inspection and Returns

- 5.1. The Contractor agrees to repair or replace, without delay, any vehicles found with any latent problems, defects, or concealed damage when requested by the TA. No extra charges shall be incurred during the replacement or repair of the vehicle, as it is the sole responsibility of the Contractor to deliver vehicles.
- 5.2. The contractor must be able to deliver the required vehicles, and collect vehicles from, Daniel K. Inouye International Airport for the vehicles requested 12 Jun to 10 Aug 2024 (table 2.1.1). Should some of the rental vehicles cannot be brought to the airport, the remainder will be picked up and returned appropriately.

6. Acceptance

- 6.1. In the event a vehicle is defective or otherwise does not conform to the requirements of this SOW, the TA or representative shall have the right to reject the vehicle.

7. Traffic Violations

- 7.1. The Contractor must not pay for any traffic violations. If any traffic violations are paid by the Contractor without approval from the CAF, CAF will not reimburse the amount paid by the Contractor.

8. Loss, Damage and Repairs

- 8.1. It is expressly agreed and understood that the CAF is only responsible for losses and damages to the vehicles supplied under this contract during the rental period that result from negligence or carelessness by members of the CAF.
- 8.2. The CAF is responsible to pay for lost or damaged keys.
- 8.3. The CAF is not responsible for losses or damages due to normal wear and tear and will not be liable for the cost of repairs due to rental vehicle failure or breakdown which result from normal wear and tear. Some examples of normal wear and tear include (but are not limited to):
 - 8.3.1. Flat tires incurred during operations on paved or gravel roads;
 - 8.3.2. Broken deck flooring that is worn by normal use or by improper installation;
 - 8.3.3. Metal fatigue (for example, breaks at weld, broken springs, hinges, rust, etc.);
 - 8.3.4. Replacement of headlights, wiper blades, and other parts due to routine wear and tear;
and

8.3.5. Repairs for minor damages resulting from non-negligence (for example, chips in windows, tiny dents or scratches on the doors and general body area).

- 8.4. Where a vehicle is returned to the Contractor in a damaged condition, the Contractor shall provide to the Technical Authority a written estimate as to the cost of repair of the damage or replacement of the loss. This estimate will be provided within five (5) business days of the vehicle's return;
- 8.5. In case of losses, damages, and repairs that are the responsibility of the CAF; the CAF has the right to obtain its own estimates through a third party with a 30-day period. This will validate the Contractor's estimates. Once the value of the repairs have been established, the CAF will enter into a separate contract that is not part of the Contract, whereby the Contractor will invoice the CAF for the repairs in accordance with the new contract for the repairs;
- 8.6. The CAF is self-insured. Loss and theft of vehicles rented under this contract, not covered by the Contractor's insurance and that are the responsibility of the CAF will be self-underwritten by Canada; and
- 8.7. The provisions above shall not be deemed to limit in anyway insurance the Contractor is obligated to hold by law or by the Contract.

9. Insurance

- 9.1. The Contractor must provide full coverage insurance on all vehicles with a zero (0) deductible for all CAF members, including:
- 9.1.1. Comprehensive Insurance must include a comprehensive damage waiver (CDW), insurance for bodily injury, property damage liability, and theft protection insurance (TPI) for the vehicle with zero (0) deductible;
- 9.1.2. Liability Insurance must include supplemental liability coverage insurance up to \$1,000,000.00USD. This insurance must remain the insurance of first instance.
- 9.1.3. The Contractor must arrange for all pertinent documentation including insurance to allow for more than one driver per vehicle. Drivers may have a minimum of age of eighteen (18) years old;
- 9.1.4. The Contractor must ensure that the insurance coverage is valid for all CAF members, DND employees or any other personnel as specified by the TA, driving using their International driving permits;
- 9.1.5. Proof of insurance will be provided on the delivery of any vehicles; and
- 9.1.6. Upon changes or updates to insurance policies, the new documents will be provided to the TA or representative.

ANNEX "B" BASIS OF PAYMENT

The Bidder must provide vehicle rental services in accordance with Annex A – Statement of Work at the following rates.

Basis of payment will be firm daily rate per vehicle with unlimited mileage, US dollars, taxes not included.

All other fees must be included in the daily rate: Airport Concession Recovery Fee, Energy Recovery Fee, or any other fees or surcharges, if applicable.

Submit bids according to availability, refers to Basis of Selection.

Indicate % of applicable State Tax: _____
Indicate % of applicable Local Tax: HNL County: _____
Indicate Rent Surcharge per vehicle: _____
Vehicle License Fee: _____
Surcharge for drivers under 21 years old: _____
Surcharge for drivers between 21 and 24 years old: _____

Total Additional Charges (without taxes): \$ _____

Type of Vehicle	Pickup Date	Drop-off Date	Number of Days	Number of Computed days	Number of Vehicles	Daily Rate USD	CDW Daily	Total Estimated Value including CDW before taxes
2 Ton Cube Van	12-Jun-24	17-Jun-24	5		1			
2 Ton Cube Van	05-Aug-24	10-Aug-24	5		1			
Minivan	12-Jun-24	10-Aug-24	59		5			
Minivan	20-Jun-24	10-Aug-24	51		1			
Minivan	26-Jun-24	03-Aug-24	38		6			
Minivan	02-Jul-24	03-Aug-24	32		2			
Minivan	02-Jul-24	23-Jul-24	21		1			
Full size Pickup	26-Jun-24	03-Aug-24	38		2			
Full size Pickup	02-Jul-24	03-Aug-24	32		1			
SUV	12-Jun-24	10-Aug-24	59		2			
SUV	12-Jun-24	03-Aug-24	52		3			
Mid-size car	12-Jun-24	10-Aug-24	59		8			

Solicitation No. - N° de l'invitation
W8484-24-0657
Client Ref. No. - N° de réf. du client
W8484-24-0657

Amd. No. - N° de la modif.
File No. - N° du dossier
W8484-24-0657

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

Type of Vehicle	Pickup Date	Drop-off Date	Number of Days	Number of Computed days	Number of Vehicles	Daily Rate USD	CDW Daily	Total Estimated Value including CDW before taxes
Mid-size car	22-Jun-24	10-Aug-24	49		3			
Mid-size car	26-Jun-24	03-Aug-24	38		16			
Mid-size car	28-Jun-24	03-Aug-24	36		5			
Mid-size car	02-Jul-24	03-Aug-24	32		13			
Mid-size car	07-Jul-24	2-Jul-24	16		1			

TOTAL COST RENTAL CARS: _____

Taxes / Fees (if applicable): _____

TOTAL COST: _____

Additional Charges if applicable:	Daily Surcharge per Driver:
Drivers under 21 years of age	
Drivers between 21 and 24 years of age	

ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Wire Transfer (International Only);

Annex D – Direct Service Provider Certification

Instructions: A Bidder that is not the direct service provider (e.g., the hotel or the car rental company) must submit this form with the bid as completed by an authorized representative of the direct service provider. If the Bidder is the direct service provider, this form is not required.

This is to confirm that the Bidder and [\[Insert legal name of the direct service provider\]](#) (the “Company”) have an agreement in place regarding the requirements specified in Annex A – Statement of Work in Solicitation number [\[DND: Insert the solicitation number\]](#)(the “Solicitation”). The Company has had an opportunity to review the mandatory technical criteria in the Solicitation and confirms that the Company meets each of these criteria.

The individual named below certifies that the information contained in this form is true and accurate. The individual named below may be contacted by a representative of Canada to confirm the information contained in this form.

Legal Name of Company: _____

Name of Company’s Authorized Representative: _____

Phone Number (incl. country code) and Email Address of Company’s Authorized Representative:

Signature of Company’s Authorized Representative: _____

Date: [YYYY/MM/DD](#)