

National Defence Headquarters Ottawa, Ontario K1A 0K2

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

#### **REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION**

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

Laura Adamson Senior Material Acquistion and Support Specialis Director Strategic Procurement Coordination and **Operation Support (DSPCOS)** National Defence/ Government of Canada

email : Laura.adamson@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 Majeste Reine du chef du Canada, aux conditions énoncées incluses par référence dans la présente et aux annex ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Title / Titre:	Solicitation No / No de l'invitation:
OP NEON - Transportation Services	W8484-240592
Date of Solicitation / Date de l'invitation:	
19 February 2024	
Address Enquiries to – Adresser toutes questi	ions à:
Laura Adamson - laura.adamson@forces.gc.ca	
Telephone No. / N <sup>o</sup> de téléphone:	FAX No / No de fax:
Destination:	
Okinawa, Japan	

#### 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

Solicitation Closes / L'invitation prend fin:	Delivery required / Livraison exigée: 01 May 2024	Delivery offered / Livraison proposée:
At / à : 2:pm EST	Vendor Name and Address / Raison sociale et a	dresse du fournisseur:
On / le : 01 March 2024	Name and title of person authorized to sign on autorisée à signer au nom du fournisseur (cara	behalf of vendor (type or print) / Nom et titre de la personne ctère d'imprimerie):
	Name / Nom:	Title / Titre:
Canadä	Signature:	Date:

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### PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

#### 1.2 Statement of Work

The 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.

### 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: \_\_90\_\_\_ days

### 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 Amd. No. - N° de la modif. File No. - N° du dossier

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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 <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u> , 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <u>Contracting Policy Notice: 2019-01</u> 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

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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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" 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

• If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separate sections as follows:

Section I: Technical Bid : one (1) soft copy by email; Section III: Financial Bid: one (1) soft copy by email Section IV: Certifications: one (1) soft copy by email Section V: 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.

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## 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.

### 3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "X" 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

## 3.1.3 SACC Manual Clauses

### Section III: Certifications

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

# 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 the mandatory technical criteria as described in Annex C will be declared non-responsive.

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

### 4.1.3 Financial Evaluation

SACC Manual Clause <u>A0220T</u> (2014-06-26), Evaluation of Price-Bid The price of the bid will be evaluated in YEN. Bidder must complete Annex B following the instructions provided within the Annex.

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## 4.2 Basis of Selection

4.2.1 SACC Manual Clause A0069T (2007-05-25), Basis of Selection

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

# PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> 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 <u>Ineligibility and Suspension Policy</u> (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.

# 5.2.3 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

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Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website.

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 <u>Standard</u> <u>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.</u>

### 6.3.1 General Conditions

<u>2010C</u> (2022-12-01), 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 Contract is from the date of the Contract to 30 June 2024.

### 6.4.2 Delivery Date

All deliverables must be received on the date stated in Annex A

### 6.5 Authorities

(to be inserted at contract award)

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_\_ Title: \_\_\_\_\_ Public Works and Government Services Canada

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Acquisitions Branch
Directorate:
Address:

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

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 Technical 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 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:	_
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

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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 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 Canada's Obligation- Portion of the Work – Task Authorization

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

### 6.7.3 Terms of Payment

H1001C (2008-05-12) – Multiple Payments

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;
- c. the Work delivered 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) Annex A, Statement of Work;
- (b) Annex B, Basis of Payment

(c) Annex C, Mandatory Technical Criteria

(d) Annex D, Electronic Payment Instruments

(e) Annex E, DND 626 - Task Authorization

(f) the Articles of Agreement

(g) the general conditions 2010C, 2022-12-01, General conditions: Services (medium complexity);

(h) the Contractor's bid dated TBD.

#### 6.12 Defence Contract

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

### 6.13 SACC Manual Clauses

#### 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 "<u>Dispute Resolution</u>".

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#### ANNEX "A"STATEMENT OF WORK

#### Statement of Work

1. SCOPE

#### 1.1. Purpose

1.1.1 The Canadian Armed Forces (CAF) operating in Okinawa, Japan requires ongoing vehicle rental services to support mobility within Japan. This service will be required from 01 May 2024 to 30 June 2024.

#### 1.2 Background

1.2.1. As part of its work within Okinawa, Japan, the CAF will require vehicle rentals for the safe and secure mobility of its members.

#### 2. REQUIREMENTS

- 2.1 The Contractor must provide rental vehicle services arranged through a combination of fixed contracted vehicles and optional contracted vehicles as indicated in the matrix at section 2.1.3. All vehicles must be for multiple drivers throughout their rental period.
  - 2.1.1 Fixed quantity vehicles are required from 01 May until 08 June 2024. All rentals must be guaranteed for the entire contract period. The CAF will require up to a maximum of nineteen (19) rental vehicles for mobility within the country as well as the ability to access Kadena Air Base. The CAF requires 19 full time vehicles (15 full size sedans, 3 Vans and 1 ½ ton truck).
  - 2.1.2 There may be a requirement to increase the number of vehicles on an "as requested" basis. 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 acceptable vehicles:

	Vehicle Requirement					
Vehicles Type	Passengers	Dates	Technical Specifications	FIXED Quantity	Optional Quantities	Dates
Full Size Sedan	4-passenger	01May – 07Jun		3	TBD	TBD
Full Size Sedan	4- passenger	08 May – 07 Jun	Must have	12	TBD	TBD
Minivan	7-passenger	01 May-07 Jun	automatic	1	TBD	TBD
Minivan	7-passenger	08 May – 05 Jun	transmission	2	TBD	TBD
Truck - ½ ton	5-passenger	08 May – 05 Jun		1	TBD	TBD
*Note – Other vehicle types can be requested through the issuance for a DND 626 Task Authorization – a list of other available vehicles will need to be provided by the Service Provider						

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#### 2.2 Minimum Technical Requirements

- 2.2.1 In addition to the requirements outlined in para 2.1 all vehicles provided through this contract must meet the following minimum specifications:
  - 2.2.1.1 All vehicles must be in safe operating condition according to manufactures' specification;
  - 2.2.1.2 All vehicles must be cleaned, mechanically inspected, and serviced prior to delivery;
  - 2.2.1.3 All vehicles must be able to be used within Japan, including Kadena Air Base and must include unlimited mileage;
  - 2.2.1.4 All vehicles must have no more than 75,000 kilometres on the odometer and be less than four (4) years old model at the time of delivery;
  - 2.2.1.5 All vehicles must include two (2) sets of keys. One set will be held at the destination rental location;
  - 2.2.1.6 SUVs and Vans must have collapsible seats to maximise available cargo space;
  - 2.2.1.7 All vehicles must be provided with a full tank of fuel;
  - 2.2.1.8 All vehicles must have power steering.

### 2.3 Mandatory Requirements:

- 2.3.1 In addition to the requirements outlined in paragraphs 2.1 and 2.2 above, all vehicles provided through this contract must meet the following mandatory specifications:
  - 2.3.1.1 All vehicles must have English speaking roadside emergency service by way of a phone number that can be contacted twenty-four (24) hours a day, seven (7) days a week;
  - 2.3.1.2 All vehicles must have functioning seat belts for all occupant positions within the vehicle;
  - 2.3.1.3 All vehicles must be equipped with power locks and power windows;
  - 2.3.1.4 All vehicles must be equipped with air conditioning, an interior heating system, and a radio that are in good working order;
  - 2.3.1.5 All vehicles must have all tires in good condition, with at least 75% or greater tread life remaining;
  - 2.3.1.6 All vehicles must have one (1) full size spare tire on a rim which is compatible with the vehicle and in good condition (with at least 75% or greater tread life remaining) along with manufacturers' original tools necessary to change a flat tire;

2.3.1.7 All vehicles must have a reverse camera, (audible detection system may be acceptable as a substitute, only if approved by the technical authority);

#### **3** CONTRACTOR 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 The Contractor must be able to provide the services outlined in the Statement of Work throughout Japan, including Kadena Air Base;
  - 3.1.2 The Contractor must provide vehicles in good condition, cleaned, mechanically checked and inspected prior to the start of use for any vehicles delivered;
  - 3.1.3 The Contractor must have the specified vehicles ready at the time of the request;
  - 3.1.4 The Contractor must provide routine maintenance and repairs from normal wear and tear as detailed in para 9;
  - 3.1.5 The Contractor must change worn tires (below 50% tread life or 3.5mm, whichever is more);
  - 3.1.6 If necessary, the Contractor must provide the towing and/or recovery of the vehicle from the point of vehicle breakdown to the Contractor's repair facility;
  - 3.1.7 The Contractor must allow the vehicle to be inspected by an appointed member of CAF prior to acceptance of delivery;
  - 3.1.8 The Contractor must ensure that all vehicles meet Japanese safety guidelines for motor vehicles;
  - 3.1.9 The Contractor must pay all cost associated with maintenance and repairs for rental vehicles (Parts and Labour);
  - 3.1.10 The Contractor must, at the end of the contract and within five (5) working days, provide a written estimate for any vehicle repairs as a result of CAF use. This estimate will refer to the original vehicle delivery inspection sheet.
  - 3.1.11 The Contractor must arrange for all pertinent documentation, including insurance, to allow for more than one driver per vehicle; and
  - 3.1.12 Obtaining vehicle permits, license plates, and any other constraint that is required for the rental vehicles to legally operate in Japan are the Contractor's responsibility. The administration must be completed within 48 hours of a contract request. All cost associated with insuring and maintaining the rental vehicle's roadworthiness must be paid for by the Contractor.
- 3.2 The Contractor must provide a fluently speaking English point of contact to liaise with CAF representatives from the time of their quote to the completion of the contract. This representative must be available 24/7 and must have the authority to make decisions on behalf of the Contractor;

- 3.3 The Contractor must provide the Contract Authority with a Point of Contact (POC) for all matters relating to this SOW for rental vehicles. The POC must be available from 08:00 AM to 6:00 PM GMT+300 outside these hours, a contact person and number must be provided if different from the designated individual. These individuals must be able to communicate effectively in English;
- 3.4 The Contractor must replace any vehicles at no cost to the CAF if it has more than 90,000 kilometres on the odometer at any time during the contract;
- 3.5 The Contractor must not compromise CAF operational security and/or disclose any details about CAF and this SOW to anyone; and
- 3.6 The Contractor must only invoice the CAF for rental vehicles that are in fully serviceable condition and that are in the CAF's possession.
- 3.7 At contract award, the Contractor must provide a price list of all types of vehicles offered by the Contractor. This list will be used when requesting vehicles on an "as and when needed basis"

#### 4 CAF RESPONSIBILITIES

- 4.1 As part of the contract, the CAF will:
  - 4.1.1 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 TA (Technical Authority) or another representative for whom the work is being carried out. The TA is responsible for all matters concerning the technical requirements of the work only;
  - 4.1.2 Provide qualified operators for each vehicle with a valid International Driving Permit (IDP)
  - 4.1.3 Conduct daily driver inspections;
  - 4.1.4 Investigate any damages to determine if caused by driver neglect;
  - 4.1.5 Ensure fuel tanks are filled upon return of rented vehicles to the company;
  - 4.1.6 Be responsible to pay all vehicle tickets and fines resulting from driver error by any CAF member and will be processed separately and not within this contract;
  - 4.1.7 The CAF TA will inform the Contractor no later than forty-eight (48) hours before any associated vehicle cancellations, changes or termination to the rental; and
  - 4.1.8 For optional vehicles, the Technical Authority will confirm the number of vehicles required, as a minimum, two (2) days prior to delivery.

### 5. VEHICLE BREAK DOWNS

5.1 In the event that a vehicle requires repairs, the Contractor must provide and deliver another vehicle as a replacement within four (4) hours. The replacement vehicle must meet or exceed the standards, size, and category of the original vehicle. Should the replacement vehicle require repairs, the Contractor must provide a replacement vehicle within two (2) hours and will not charge the CAF for the time required to provide the second replacement vehicle until it has been delivered and inspected by the TA or representative;

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5.2 In the case that the vehicle cannot be replaced, the task authorization shall be terminated and an invoice will be submitted for only the rental service that was provided.

#### 6. DELIVERY INSPECTION AND RETURNS

- 6.1 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.
- 6.2 The Contractor must be able to deliver the required vehicles to, and collect vehicles from, locations in the country of Japan, including but not limited to, Kadena Air Base.
- 6.3 All vehicles under the fixed portion of the contract must be in location and ready to use to use on 01 May 2024 at the latest.

#### 7. ACCEPTANCE

7.1 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.

#### 8. TRAFFIC VIOLATIONS

8.1. The Contractor will 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.

#### 9. LOSS, DAMAGE AND REPAIRS

- 9.1. It is expressly agreed and understood that the CAF is only responsible for losses and damages to the vehicles supplied under the SOW during the lease period that result from negligence or carelessness by members of the CAF.
- 9.1.1 The CAF is responsible to pay for lost or damaged keys.
- 9.2. 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 are:
  - 9.2.1. Flat tires incurred during operations on paved or gravel roads;
  - 9.2.2. Broken deck flooring that is worn by normal use or by improper installation;
  - 9.2.3. Metal fatigue (for example, breaks at weld, broken springs, hinges, rust, etc.);
  - 9.2.4. Replacement of headlights, wiper blades, and other parts due to routine wear and tear; and
  - 9.2.5. Repairs for minor damages resulting from non-negligence (for example, chips in windows, tiny dents or scratches on the doors and general body area).

- 9.3 Where a vehicle is returned to the Contractor in a damaged condition, the Contractor must 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;
- 9.4 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;
- 9.5 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
- 9.6 The provisions above shall not be deemed to limit in anyway insurance the Contractor is obligated to hold by law or by the Contract.

#### 10. INSURANCE

- 10.1 The Contractor must provide full coverage insurance on all vehicles with a zero (0) deductible for all CAF members, including:
  - 10.1.1 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;
  - 10.1.2 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;
  - 10.1.3 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;
  - 10.1.4 Any vehicle that has been in a collision that requires repair, the Contractor is responsible to replace the vehicle within forty-eight (48) hours of notice by the TA;
  - 10.1.5 Proof of insurance will be provided on the delivery of any vehicles; and
  - 10.1.6 Upon changes or updates to insurance policies, the new documents will be provided to the TA or representative.

### ANNEX "B" BASIS OF PAYMENT

- 1) The Bidder must provide car rental services in accordance with Annex A Statement of Work at the following rates.
- 2) Basis of payment will be firm daily rate per vehicle with unlimited mileage, JPY ¥, taxes not included.
- 3) 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.
- 4) Currency is JPY ¥, applicable taxes are extra
- 5) The Bidder must complete this pricing schedule and include it in its financial bid once completed. The information in this Annex will form part of the resulting contract.

#### Table 1 – Fixed Vehicle Requirement

Type of Vehicle Column A	Pick-up Date Column B	Drop-off Date Column C	<b>Days</b> Column D	Number of Vehicles Column E	Daily Rate (YEN) Column F	Total Estimated Rental Value before tax Column G (F*D*E = G)
Full Size Sedan	01 May	07 June	37	3	¥	¥
Full Size Sedan	08 May	07 June	30	12	¥	¥
Minivan	01 May	07 June	37	1	¥	¥
Minivan	08 May	05 June	28	2	¥	¥
Truck	08May	05 June	28	1	¥	¥

TOTAL COST RENTAL CARS: \_\_\_\_\_

Taxes / Additional Fees (if applicable):

TOTAL COST: \_\_\_\_\_

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## ANNEX "C" MANDATORY TECHNICAL EVALUATION CRITERIA

Serial	Criteria	Met (Y/N)	Comment
M1	Provide an English-speaking representative. (Annex A, 3.2)		
M2	Vehicles must have automatic transmission (Annex A, 2.1.3)		
М3	Vehicles must have less than 75,000 kilometers and be less than four (4) years old at the time of delivery. (Annex A, 2.2.1.4)		
M4	Must have English speaking road side emergency service by way of a phone number that can be contacted twenty-four (24) hours a day, seven (7) days a week. (Annex A, 2.3.1.1)		
M5	Vehicles must have all tires in good condition, with at least 75% or greater tread life remaining. (Annex A, 2.3.1.5 & 2.3.1.6)		
M6	Must have power steering. (Annex A, 2.2.1.8)		

## ANNEX" D" VEHICLE INSPECTION SHEET

#### Annex D - Vehicle Inspection Sheet (VIS) Number plate:\_\_\_\_\_ DATE: 1. CHECK UNDER VEHICLE FOR INDICATION OF LEAKS F. SERVICEABLE N/S REMARKS 2. ALL FLUID LEVELS SERVICEABLE N/S REMARKS ALL OILS COOLANT WINDSHIELD WASHER 3. TILT CAB CHECK SERVICEABLE N/S REMARKS V-BELT TENSION BATTERIES FAN FREE WHÉEL 4. VEHICLE WALK AROUND CHECK SERVICEABLE N/S REMARKS DOORS MECHANISMS MIRRORS BODY DAMAGE WINDOWS (CLEANLINESS) LIGHTS TIRES EXHAUST SYSTEM 5. START VEHICLE CHECK SERVICEABLE N/S REMARKS ALL LIGHTS ALL INSTRUMENTS AND WARNING INDICATORS HORN HEATING SYSTEM & A/C WINDSHIELD WIPERS BRAKE SYSTEMS 6. INSIDE THE CAB SERVICEABLE N/S REMARKS FIRST AID KIT (If equipt) SEAT BELTS COLLISION REPORT CLEANLINESS NAME:\_\_

SIGNATURE

Buyer ID - Id de l'acheteur

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## ANNEX "E" ELECTRONIC PAYMENT INSTRUMENTS

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

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

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

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# ANNEX "F" DND 626 - TASK AUTHORIZATION

National Defence Défence nationale TASK AUTHORIZATION   AUTORISATION DES TÂCHES AUTORISATION DES TÂCHES					
1	/progress claims must show les factures doivent indiquer			Contract no. – N* du o Task no. – N* de la té	
Amendment no N"	de la modification	Increase/Decrease - Augmentation/Re	iduction Pri	evious value – Valeur pré	cédente
To – Á Delivery location – Expédiez à Delivery/Completion date – Date de livraison/d'achèvement		TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract. A L'ENTREPRENEUR Vous êtes prié de fournir les services sulvants en conformité des termes du contrat mentionné cl-dessus. Seuis les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.			inst this task. progress claims trat mentionné l'appui de cette
		Date	for the Depr pour le minir	artment of National Defen stère de la Défense nation	ce ale
Contract Item no. Nº d'article du contrat		Services			Cost Prtx
				GST/HST TPS/TVH	
				Total	
specified in the co	APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.				

for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux et a une dep

Design: Forms Management 993-4050 Conception : Gestion des formulaires 993-4082

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