

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet All Terrain Vehicle Rental	
Solicitation No. - N° de l'invitation W8484-128181/A	Date 2012-05-04
Client Reference No. - N° de référence du client W8484-12-8181	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-204-9408	
File No. - N° de dossier EDM-1-34828 (204)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-18	
Time Zone Fuseau horaire Mountain Daylight Saving Time MDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Selinger, Dale	Buyer Id - Id de l'acheteur edm204
Telephone No. - N° de téléphone (780) 497-3536 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE SEE HEREIN INUVIK, NT Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

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

ALL TERRAIN VEHICLE (ATV) RENTAL - INUVIK

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PART 1 - GENERAL INFORMATION**1. Security Requirement**

There is no security requirement associated with the requirement.

2. Requirement

For the provision of all labour, materials, tools, equipment, transportation, and supervision necessary for the rental of All Terrain Vehicles (ATVs) for Department of National Defence for a military exercise in Inuvik, NT, in accordance with the terms and conditions contained in the Request for Proposal for the period of July 14, 2012 to September 10, 2012, with an option to extend up to two (2) weeks.

3. Comprehensive Land Claims Agreements (CLCA)

3.1 This procurement is subject to the Gwich'in Comprehensive Land Claims Agreement (GCLCA), Article 10 - Economic Measures.

(http://www.collectionscanada.gc.ca/webarchives/20071115152303/http://www.ainc-inac.gc.ca/pr/agr/gwich/gwic/index_e.html)

3.1 This procurement is subject to the Inuvialuit Final Agreement, Article 16 - Economic Measures.

(http://www.collectionscanada.gc.ca/webarchives/20071115155259/http://www.ainc-inac.gc.ca/pr/agr/inu/wesar_e.html)

4. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "C", the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Ability to perform the full scope of the work described in Annex "A", Statement of Work.

1.2 Financial Evaluation

1.2.1 In Annex "C", the Basis of Payment, the firm unit prices quoted for items 1 to 8 will be extended by the estimated usages shown. The resulting amounts will be added together to obtain a total evaluated bid price.

1.2.2 The total bid price will then be reduced by the applicable percentage reduction, (for evaluation purposes only), achieved from Annex "D", Aboriginal Opportunities Consideration, to obtain a total evaluated price.

1.2.3 SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids

as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44, (<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>);
- c. is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d. has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

1.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

PART 6- RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

For the provision of all labour, materials, tools, equipment, transportation, and supervision necessary for the rental of All Terrain Vehicles (ATVs) for Department of National Defence for a military exercise in Inuvik, NT, in accordance with the terms and conditions contained herein for the period of the Contract with an option to extend up to two (2) weeks.

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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2012-03-02), General Conditions - Service (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from July 14, 2012 to September 10, 2012, inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional weeks 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 14 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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Dale Selinger, Supply Specialist
 Public Works and Government Services Canada
 Western Region, Acquisitions Branch
 Telus Plaza North
 5th Floor, 10025 Jasper Avenue
 Edmonton, Alberta T5J 1S6
 Telephone: 780- 497-3536
 Facsimile: 780-497-3510
 E-mail address: dale.selinger@pwgsc-tpsgc.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.

5.2 Technical Authority

The Technical Authority for the Contract is: (to be named in the Contract)

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

5.3 Contractor's Representative *(to be completed by bidder)*

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

Point of Contact, available 24 hours per day, seven days a week:

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

6. Payment**6.1 Basis of Payment - Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex "C", to a limitation of expenditure of \$(*TBA*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$(*TBA*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
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 percent committed, or
 - (b) four (4) 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.

6.3 SACC Manual Clauses

A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C2000C	Taxes - Foreign-based Contractor (<i>If applicable</i>)	2007-11-30
H1000C	Single Payment	2008-05-12

7. 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. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions, 2010C (2012-03-02), General Conditions - Service (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Location of Camp;
- (e) Annex "C", Basis of Payment;
- (f) Annex "D", Aboriginal Opportunities Consideration;
- (g) the Contractor's bid dated *(to be completed upon award)*.

11. SACC Manual Clauses

A9006C	Defence Contract	2008-05-12
A9062C	Canadian Forces Site Regulations	2011-05-16
G1005C	Insurance	2008-05-12

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EDM-1-34828

Buyer ID - Id de l'acheteur

edm204

CCC No./N° CCC - FMS No/ N° VME

ANNEX "A"

STATEMENT OF WORK

(as attached)

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ANNEX "B"

LOCATION OF CAMP

(as attached)

ANNEX "C"**BASIS OF PAYMENT**

- Firm unit prices quoted are to include ALL related costs for the rental of the following items, including travel time and personnel expenses, in accordance with the Statement of Work, Annex A”, for the period of the Contract. No other charges will be accepted.
- GST is not to be included in the firm unit prices but will be added to any invoice issued against the Contract.
- Bidder must indicate whether the vehicles offered meets or exceeds specifications.
- Prices must be quoted for all line items shown below. For item 1, if all ATVs offered come with winches, indicate this by inserting “0” or “N/A” in the lines provided.
- Estimated usages are for evaluation purposes only; actual usages may vary from these amounts.

Item	Description	Estimated Usage	Firm Unit Price
<u>Rental Period - August 15, 2012 - August 30, 2012</u>			
1.	All Terrain Vehicle (ATV) with the following specifications: - all wheel drive - minimum 500cc displacement - all must come with minimum 1,200 lbs towing capacity - all must come with trailers with a minimum cargo load capacity of 1,200 lbs - minimum of ten (10) ATVs with front mounted winches with a minimum of 1,500 lbs line capacity	Total of 13 each x 16 days ATVs <u>with</u> winches (minimum of 10) ___ each (insert number of ATVs) x 16 days ATVs <u>without</u> winches ___ each (insert number of ATVs) x 16 days	ATVs <u>with</u> winches \$/_____/each per day ATVs <u>without</u> winches \$/_____/each per day
	Make(s)/Model(s) offered: _____ _____		
	Meets specifications: Yes ___ No ___ Exceeds: Yes ___		
	Explain: _____ _____ _____		

- | | | |
|---|---------------------|-------------------------|
| 2. Spare tires on rims for ATVs provided in item 1. | 6 each x
16 days | \$_____/each
per day |
|---|---------------------|-------------------------|

Rental Period - July 14, 2012 - September 10, 2012

- | | | |
|---|---------------------|-------------------------|
| 3. All Terrain Utility Vehicle (UTV) meeting the following specifications:
- 6 wheels
- all wheel drive
- side by side seating
- powered dump boxes | 6 each x
59 days | \$_____/each
per day |
|---|---------------------|-------------------------|

Make(s)/Model(s) offered:

Meets specifications:

Yes ___ No ___ Exceeds: Yes ___

Explain: _____

- | | | |
|---|---------------------|-------------------------|
| 4. Spare tires on rims for UTVs provided in item 3. | 6 each x
59 days | \$_____/each
per day |
|---|---------------------|-------------------------|

Optional Rental Period - up to two (2) week rental period extension. Only upon authorization by the Contracting Authority

- | | | |
|--|--|---------------------|
| 5. All Terrain Vehicles (ATVs) provided in item 1. | | |
| a. With winches | ___ each
(insert number of ATVs) x
14 days | \$_____/day
each |
| b. Without winches | ___ each
(insert number of ATVs) x
14 days | \$_____/day
each |

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6.	Spare tires on rims for ATVs provided in item 1.	6 each x 14 days	\$_____/day each
7.	All Terrain Utility Vehicles (UTVs) provided in item 3.	6 each x 14 days	\$_____/day each
8.	Spare tires on rims for UTVs provided in item 3.	6 each x 4 days	\$_____/day each

Note: Specifications detailed above are the minimum requirements. Alternatives that exceed these requirements may be provided. Documentation/specifications on vehicles offered may be requested within a specified time period prior to award of Contract.

ANNEX "D"**ABORIGINAL OPPORTUNITIES CONSIDERATION****OPTIONAL**

The following additional percent reduction for aboriginal benefits allows the Bidder to provide a commitment of employee content for the following Comprehensive Land Claims Agreements that they can support.

The Contractor has the ability to receive evaluation deductions for their bid by meeting the aboriginal requirement. **FOR EVALUATION PURPOSES ONLY**, a reduction of up to 3% will be taken from the total evaluated bid price based on the provision of proof that your organization or service provided meets the aboriginal benefit criteria shown below. (In other words, your bid will, for evaluation purposes only, be deemed to cost the Government of Canada up to 3% less than your total evaluated bid price.)

In addition, the Bidder must provide a list of names of the persons to be hired or alternatively, the proposed method of hiring for each Comprehensive Land Claims Agreement the Bidder can support.

GWICH'IN COMPREHENSIVE LAND CLAIM AGREEMENT

GWICH'IN - ABORIGINAL BENEFITS PLAN	Percent Reduction	Yes	No
Training: Bidder has provided an undertaking of a commitment with respect to on-the-job training and apprenticeship programs for the Gwich'in Aboriginal citizens under this Contract..	0.5%		
Gwich'in Recruitment Programs: Included a commitment to use Gwich'in employment content in carrying out the work.	0.5%		
Sub-contractors: Included a commitment to use Gwich'in Sub-Contractors for services or the procurement of supplies and equipment associated with the Contract.	0.5%		
MAXIMUM TOTAL PERCENT AVAILABLE	1.5%		

INUVALUIT FINAL AGREEMENT

INUVALUIT - ABORIGINAL BENEFITS PLAN	Percent Reduction	Yes	No
Training: Bidder has provided an undertaking of a commitment with respect to on-the-job training and apprenticeship programs for the Inuvialuit Aboriginal citizens under this Contract.	0.5%		

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CCC No./N° CCC - FMS No/ N° VME

Inuvialuit Recruitment Programs: Included a commitment to use Inuvialuit employment content in carrying out the work.	0.5%		
Sub-contractors: Included a commitment to use Inuvialuit Sub-Contractors for services or the procurement of supplies and equipment associated with the Contract.	0.5%		
MAXIMUM TOTAL POINTS AVAILABLE	1.5%		

The Contractor certifies that it's commitment of Inuvialuit and Gwich'in Employment Content submitted with its bid is accurate and complete.

(Name - Print)

(Signature of Authorized Officer of Business)

(Date)

Annex "A" - Statement of Work

Rental of All Terrain Vehicles (ATVs) OP NANOOK 2012

SW1. OBJECTIVE

- 1.1. The Department of National Defence (DND) has a requirement for rental of ATVs in Inuvik, Northwest Territories (NT) to support a Canadian Forces (CF) exercise being conducted in the months of July to September 2012. These requirements are to include the delivery, return, and preventative and corrective maintenance to ensure serviceability throughout the specified time period.

SW2. SPECIFICATIONS AND REQUIREMENTS

- 2.1. The Contractor shall supply the following rental vehicles to Inuvik NT:
 - 2.1.1. Provide thirteen (13) ATV's, AWD, min 500cc displacement, minimum of ten (10) with front mounted winches with a minimum of 1,500 lbs line capacity. All thirteen ATVs with min 1,200 lbs towing capacity. All thirteen ATVs with trailers with a minimum cargo load capacity of 1,200 lbs from 15 - 30 August 2012;
 - 2.1.2. Provide six (6) spare tires on rims for the ATVs provided as per para 2.1.1;
 - 2.1.3. Provide six (6) All Terrain Utility Vehicles (six wheels, all wheel drive) with side by side seating and powered dump boxes from 14 July – 10 September 2012; and
 - 2.1.4. Provide six (6) spare tires on rims for the all terrain utility vehicles provided as per para 2.1.3.
- 2.2. The Contractor shall be responsible for:
 - 2.2.1. Provision of vehicle in good condition, cleaned, mechanically checked and inspected prior to acceptance in Inuvik on 14 July 2012 and 15 August in accordance with requirements at para 2.1.
 - 2.2.2. Providing two sets of keys for each vehicle;
 - 2.2.3. The Supplier will allow the vehicle to be inspected by an appointed member of DND;
 - 2.2.4. The Supplier will, at the end of the Contract, within 5 working days provide a written estimate for any vehicle repairs resulting from DND use;
 - 2.2.5. Ensuring that all vehicles meet Transport Canada and N.W.T safety guidelines for motor vehicles.
 - 2.2.6. Delivery and pick up of ATVs from temporary camp built in Inuvik, NT. Approximate location of camp as per attached Annex B - exact location on camp will be provided upon Contract award.
 - 2.2.7. Providing a contact number that may be used 24/7 to respond to any CF queries regarding this requirement.

2.3. DND is responsible for:

2.3.1. The supplying of fuel;

2.3.2. Providing qualified operators for the vehicles listed in para 2.1;

2.3.3. Using the rental vehicles for their intended use;

2.3.4. Operator maintenance including washing and cleaning;

2.3.5. Damages caused through driver neglect; and

2.3.6. Ensuring fuel tanks are filled upon return.

SW3. DELIVERY AND INSPECTION

3.1. The Technical Authority or Representative and the Contractor shall note any damage or problems with the vehicles on the **Vehicle Inspection Sheet**. The Technical Authority shall not accept any vehicle that is not in a good state of repair.

3.2. The Technical Authority or Representative reserves the right to amend the **Vehicle Inspection Sheet** for any latent problems, defects or concealed damage within the first ten (10) days of delivery.

3.3. The Contractor expressly agrees to repair or replace without delay any vehicles found with any latent problems, defects or concealed damage if so demanded by the Technical Authority. ATV must be repaired within 24 hours, if not a replacement ATV of similar capability must be provided within 36 hours of original notification to the Contractor. 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 in satisfactory condition;

3.4. The Technical Authority may waive the requirement for replacement. In this case the Contractor shall cease billing Canada for the remainder of the contracted period for the vehicle.

3.5. The Technical Authority and the Contractor shall sign duplicate copies of the **Vehicle Inspection Sheet** which shall be retained for use upon return of the vehicles at the completion of the Contract.

SW4. RETURN OF VEHICLE

4.1. The Technical Authority or Representative and the Contractor shall note any damage or problems with the vehicles that do not correspond to the original **Vehicle Inspection Sheet**.

4.2. Canada shall only consider damage or problems with the vehicles that do not correspond to the original **Vehicle Inspection Sheet** for compensation.

4.3. Completion dates detailed in section 2.1 of this statement of work are subject to change. In the event of early completion, the TA shall give the Contractor no less than seven days advance notice. Should an extension be required, the TA shall give the Contractor no less than 14 days notification.

SW5. LOSS, DAMAGE AND REPAIRS

- 5.1. It is expressly agreed and understood that Canada is **ONLY** responsible for losses and damage to the vehicles supplied under the Contract during the rental period that are caused by or contributed to by negligence or carelessness of the employees, officers or agents of Canada.
- 5.2. Canada is **NOT** responsible for losses or damages due to normal wear and tear. Canada will not be liable for the cost of repairs to rental vehicle failure or break down due to fair wear and tear. Some examples of normal wear and tear are:
 - 5.2.1. Flat tires incurred during operations on paved or gravel roads;
 - 5.2.2. Metal fatigue (i.e. breaks at weld, broken springs, hinges, etc);
 - 5.2.3. Replacement of headlights, wiper blades, etc; and
 - 5.2.4. Repairs for minor damages resulting from non-negligence (e.g. paint chips, tiny dents and general body area) shall not be authorized.
- 5.3. Canada has the right to obtain its own estimates through a third party on the identified repairs, in order to validate Contractor's estimates. Once the value of the repairs had been established, the Contractor will invoice Canada for the agreed amount.

SW6. CONSTRAINTS

- 6.1. The operators of the rental vehicles identified in this requirement may be under the age of twenty-five (25) years of age.

Annex "B" - Location of Camp

