

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 Vehicle Rental - Cargo/Passenger Ve | |
| Solicitation No. - N° de l'invitation W8484-128232/A | Date 2012-05-17 |
| Client Reference No. - N° de référence du client W8484-12-8232 | |
| GETS Reference No. - N° de référence de SEAG PW-\$EDM-004-9420 | |
| File No. - N° de dossier EDM-1-34838 (004) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-04 | 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: Ruttan, Jackie | Buyer Id - Id de l'acheteur edm004 |
| Telephone No. - N° de téléphone (780) 497-3835 () | FAX No. - N° de FAX (780) 497-3510 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE EXACT LOCATION TBD INUVIK NORTHWEST TERRITORIES 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 |

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

3. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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

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

Section I: Technical Bid (2 hard copies)
 Section II: Financial Bid (1 hard copy)
 Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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 and how they will carry out the Work.

Bidders are requested to maximize aboriginal employment, sub-consulting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Gwich'in Comprehensive Land Claim Agreement, Article 10 - Economic Measures, and Inuvialuit Final Agreement, Article 16 - Economic Measures.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with 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.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

In this requirement, the Contractor has the ability to receive evaluation deductions through the provision of Inuvialuit Final Agreement or the Gwich'in Comprehensive Land Claim Agreement involvement in their proposal. A reduction of up to 10% will be taken from the total assessed bid price based on the provision of proof that your organization or service provided meets the criteria in Annex "C" - Comprehensive Land Claims Agreement.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

The total assessed bid price in accordance with Annex "B" will be calculated as follows:

Item 1 - the unit price will be multiplied by the quantity of vehicles and by the estimated usage, to get the extended rental price;

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- Item 2 - the unit price will be multiplied by the quantity of vehicles and by the estimated usage, to get the extended rental price;
- Item 3 - the unit price will be multiplied by the quantity of vehicles and by the estimated usage, to get the extended rental price;
- Item 4 - the unit price will be multiplied by the quantity of vehicles and by the estimated usage, to get the extended rental price;
- Item 5 - the unit price will be multiplied by the quantity of vehicles and by the estimated usage, to get the extended rental price;
- Item 6 - the unit price will be multiplied by the quantity of vehicles and by the estimated usage, to get the extended rental price;
- Item 7 - the unit price will be multiplied by the quantity of vehicles and by the estimated usage, to get the extended rental price;
- Item 8 - the unit price will be multiplied by the quantity of vehicles and by the estimated usage, to get the extended rental price;
- Item 9 - the unit price will be multiplied by the quantity of vehicles and by the estimated usage, to get the extended rental price;

Kilometer Charges

(a) the free daily kilometers provided by the bidder will be subtracted from the estimated daily usage to achieve the chargeable amount of kilometers.

(b) the chargeable kilometer amount will be multiplied by the excess kilometer rate to determine an extended price.

The items listed above will be added together to get an aggregate bid price. The aggregate bid price will then be reduced in accordance with the bid criteria outlined in Annex "C" to achieve the total evaluated bid 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 and Certifications Required with the Bid

Bidders must submit the certifications as provided below:

1.1 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.

1.1.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000.00 and below \$200,000.00

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;
- 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.

1.1.2 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.

1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the services offered are Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the services offered being treated as non-Canadian services.

The Offeror certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

1.2.2 SACC Manual Clause

A3050T (2010-01-11) Canadian Content Definition

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

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

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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2012-03-02), General Conditions - Services (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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jackie Ruttan
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch - Edmonton
5th Floor - Telus Plaza North
10025 Jasper Avenue, Edmonton, AB T5J 1S6

Telephone: (780) 497-3835
Facsimile: (780) 497-3510
E-mail address: jackie.ruttan@pwgsc.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 Project Authority - (will be indicated at Contract Award)

The Project Authority for the Contract is:

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.

5.3 Contractor's Representative - BIDDER TO COMPLETE

Name: _____

Title: _____

Organization: _____

Address: _____

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 "B", to a limitation of expenditure of \$ (to be determined). 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 \$ (to be determined). 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

A9116C (2007-11-30), T1204 - Information Reporting by Contractor
H1000C (2008-05-12), Single Payment

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:

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

8. Certifications

8.1 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.

8.2 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

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 - Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Comprehensive Land Claims Agreements;
- (f) the Contractor's bid dated _____.

11. SACC Manual Clauses

A9006C (2008-05-12), Defence Contract

G1005C (2008-05-12), Insurance

ANNEX A"**STATEMENT OF WORK****1. Requirements**

The Department of National Defence (DND) requires passenger/cargo vehicles in support of Operation Nanook 2012. The passenger/cargo vehicles will be used in and around Inuvik, NT during the exercise.

1.1 The Contractor will supply the following passenger/cargo vehicles to Inuvik, Northwest Territories (NT):

- five (5) sport utility vehicles, 5 passenger from 14 July 2012 - 10 September 2012;
- nine (9) sport utility vehicles, 5 passenger from 13 August 2012 - 30 August 2012;
- three (3) ½ ton crew cab trucks, 4x4, full sized with tow package and universal hitch ball, and rotating beacon (permanent or temporary mount) from 14 July 2012 - 10 September 2012;
- five (5) ¾ ton crew cab trucks, heavy duty 4x4, full sized with tow package and universal hitch ball, and rotating beacon (permanent or temporary mount) from 14 July 2012 - 10 September 2012;
- one (1) ¾ ton crew cab truck, from 01 August 2012 - 30 August 2012;
- one (1) crew cab truck, 1 ton heavy duty, 4x4, full sized with 8 foot box and rotating red beacon (permanent or temporary mount) and tow package from 14 July 2012 - 10 September 2012;
- two (2) five ton cargo trucks, with trailer hitch and power tailgate from 14 July 2012 - 10 September 2012;
- two (2) 8 passenger panel van with rotating beacon (permanent or temporary mount) from 01 August 2012 - 30 August 2012;
- two (2) 8 passenger panel van from 13 August 2012 - 30 August 2012.

1.2 The Contractor will be responsible for:

- Provision of vehicle in good condition, cleaned, mechanically checked and inspected prior to acceptance in Inuvik.
- Vehicle Repairs: The Contractor must pick-up the vehicle within 12 hrs and return the repaired vehicle within the following 12 hrs. In the case that the vehicle cannot be repaired within the time lines above, the Contractor will bring another vehicle as a replacement within 36 hours of the original notification. The Contractor will not bill Canada for the period covering the time of nonfiction to the delivery of the replacement vehicle. The billing period for the replacement vehicle will begin when it has been delivered to and inspected by the Technical Authority or Representative.

- Maintaining the vehicle from normal wear and tear;
- Ensuring all vehicles are equipped with a spare tire on a rim compatible with the vehicle and repairing flat tires when required;
- Changing worn tires;
- Provide two sets of keys for each vehicle;
- Towing, if necessary, from the point of vehicle breakdown to the Contractor's repair facility;
- The Contractor will allow the vehicle to be inspected by an appointed member of DND;
- The Contractor will, at the end of the Contract, within 5 working days provide a written estimate for any vehicle repairs resulting from DND use;
- The Contractor will ensure fuel tanks are filled upon delivery; and
- Ensuring that all vehicles meet Transport Canada and NT safety guidelines for motor vehicles.

1.3 DND will be responsible for:

- The supplying of fuel;
- Providing qualified operators for the vehicles listed in para 1.1;
- Using the rental vehicles for their intended use;
- Operator maintenance including washing and cleaning;
- Damages caused through driver neglect; and
- Ensuring fuel tanks are filled upon return.

2. Delivery and Inspection

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

The Technical Authority or Representative will notify the Contractor if any latent problems, defects or concealed damages is observed within the first ten (10) days of delivery. The Contractor will agree to repair or replace without delay any vehicles found with any latent problems, defects or concealed damages, if so demanded by the Technical Authority or Representative. No extra charges will 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.

The Technical Authority or Representative and the Contractor will sign duplicate copies of the Vehicle Inspection Sheet which will be retained for use upon return of the vehicles at the termination or completion of the Contract.

3. Acceptance

In the event a vehicle is defective or otherwise not in conformity with the requirements during the Period of the Contract, the Technical Authority or Representative will have the right either to reject the vehicle or accept the vehicle with a reduction in Contract Price which is mutually agreed to by the Offeror, DND and the PWGSC Contracting Authority.

Acceptance or rejection of the vehicle will be made as promptly as practicable.

4. Return of Vehicle

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

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

Termination dates detailed in section 1.1 of this statement of work are subject to change. In the event of early termination, the Technical Authority or Representative will give the Contractor no less than seven days advance notice. Should an extension be required, the Technical Authority or Representative will give the Contractor no less than 14 days notification.

5. Loss, Damage and Repairs

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 DND.

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:

- a. Flat tires incurred during operations on paved or gravel roads;
- b. Metal fatigue (i.e. breaks at weld, broken springs, hinges, etc);
- c. Replacement of headlights, wiper blades, etc; and
- d. Repairs for minor damages resulting from non-negligence (e.g. chip in window, tiny dents in doors and general body area) shall not be authorized.

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 has been established, the Contractor will invoice Canada for the agreed amount.

6. Constraints

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

ANNEX "B"**BASIS OF PAYMENT**

- Rental period is from July 14, 2012 to September 10, 2012.
- Firm prices are FOB Department of National Defence - Inuvik, NWT and includes all related costs including the supply of all labour, materials, tools, equipment, supervision, travel, for the delivery and removal of the vehicles.
- Rates are to include all associated costs as applicable and are to remain firm for the duration of the Contract.
- Prices offered must be stated in Canadian dollars.
- GST is not to be included in the unit prices but will be added as a separate item, if applicable, to any invoice issued against the Contract.
- Estimated usages are for evaluation purposes only. Actual usages may vary from these amounts.

| Item | Description | Quantity | Estimated Usage | Firm Rental Rate |
|------|--|----------|--|------------------|
| 1 | Sport utility vehicle, 5 passenger Make/Model: _____ Unlimited KMs () Yes () No If no, \$_____/per KM | 5 | 59 days (July 14, 2012 to September 10, 2012) 150 km per day | \$_____/per day |
| 2 | Sport utility vehicle, 5 passenger Make/Model: _____ Unlimited KMs () Yes () No If no, \$_____/per KM | 9 | 18 days (August 13, 2012 to August 30, 2012) 150 km per day | \$_____/per day |
| 3 | ½ ton crew cab trucks, 4x4, full sized tow package and universal hitch ball, and rotating beacon (permanent or temporary mount) Make/Model: _____ Unlimited KMs () Yes () No If no, \$_____/per KM | 3 | 59 days (July 14, 2012 to September 10, 2012) 150 km per day | \$_____/per day |

| | | | | |
|---|---|---|--|-----------------|
| 4 | ¾ ton crew cab trucks, heavy duty, 4x4, full sized with tow package and universal hitch ball, and rotating beacon (permanent or temporary mount) Make/Model: _____ Unlimited KMs () Yes () No If no, \$_____/per KM | 5 | 59 days (July 14, 2012 to September 10, 2012) 150 km per day | \$_____/per day |
| 5 | ¾ ton crew cab truck Make/Model: _____ Unlimited KMs () Yes () No If no, \$_____/per KM | 1 | 30 days (August 1, 2012 to August 30, 2012) 150 km per day | \$_____/per day |
| 6 | Crew cab truck, 1 ton heavy duty, 4x4, full sized with 8 foot box and rotating red beacon (permanent or temporary mount) and tow package Make/Model: _____ Unlimited KMs () Yes () No If no, \$_____/per KM | 1 | 30 days (August 1, 2012 to August 30, 2012) 150 km per day | \$_____/per day |
| 7 | 5 ton cargo trucks, with trailer hitch and power tailgate Make/Model: _____ Unlimited KMs () Yes () No If no, \$_____/per KM | 2 | 59 days (July 14, 2012 - September 10, 2012) 150 km per day | \$_____/per day |
| 8 | 8 passenger panel van with rotating beacon (permanent or temporary mount) Make/Model: _____ | 2 | 30 days (August 1, 2012 to August 30, 2012) 150 km per day | \$_____/per day |

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm004

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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| | | | | |
|---|--|---|---|-----------------|
| | Unlimited KMs () Yes () No If no, \$_____/per KM | | | |
| 9 | 8 passenger panel van Make/Model: _____ Unlimited KMs () Yes () No If no, \$_____/per KM | 2 | 18 days (August 13, 2012 to August 30, 2012) 150 km per day | \$_____/per day |

ANNEX "C"**COMPREHENSIVE LAND CLAIMS AGREEMENT**

Bidders are requested to maximize aboriginal employment, sub-consulting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Gwich'in Comprehensive Land Claim Agreement, Article 10 - Economic Measures, and Inuvialuit Final Agreement, Article 16 - Economic Measures

Bid Evaluation Criteria

| Bid Criteria | Available Points |
|--|------------------|
| Submitted a measurable plan that maximizes the use of local, regional and Aboriginal employment and business opportunities; | 2 Points |
| Bidder has an office located in a Comprehensive Land Claim Area (Gwich'in Comprehensive Land Claim Agreement, Inuvialuit Final Agreement); | 5 Points |
| The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Aboriginal citizens; | 3 Points |
| TOTAL POSSIBLE POINTS | 10 Points |

Evaluation and Assessment - Submission Requirements

In order for a bid to be assigned points for representations made in respect of any criterion, appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

The Minister reserves the right to verify any information provided and that untrue statements may result in the tender being declared non-responsive.