

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338**

**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 Bus Rental with Drivers	
Solicitation No. - N° de l'invitation W8484-158246/A	Date 2014-07-18
Client Reference No. - N° de référence du client W8484-158246	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-005-9085	
File No. - N° de dossier WPG-4-37074 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-08-05	Time Zone Fuseau horaire Central Daylight Saving Time CDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Guilford, Alison	Buyer Id - Id de l'acheteur wpg005
Telephone No. - N° de téléphone (204) 983-4095 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE OP NANOOK 14 JTFSE-JTF-N IQALUIT NUNAVUT X0A 0H0 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 - Western
Region
Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

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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Bus Rental with Drivers

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Bus Rental with Drivers

PART 1 - GENERAL INFORMATION

1. Statement of Work

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

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

3. Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-06-26) 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. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the

Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) 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.

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 Applicable Taxes.

4. Enquiries - Bid Solicitation

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

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

5. Applicable Laws

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

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 (one (1) hard copy)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

- a) Ability to perform the full scope of the work as described in Annex A.
- b) Provision of firm price(s), as specified in Annex B.

1.2 Financial Evaluation

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

1.3 Nunavut Land Claims Agreement

The requirements of the Nunavut Land Claims Agreement will apply to the proposed procurement. Proponents are therefore requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Article 24 of The Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

The Nunavut Land Claims Agreement (NLCA) 01/04/96, allows for up to a maximum of 10% downward adjustment to a proponent's price (for evaluation purposes only) in accordance with the Nunavut Settlement Area Bid Criteria described herein. This provides for socioeconomic benefits in the region. All price proposals which are greater than 25 percent above the average price (with NLCA adjustment) will cause their respective complete proposals to be set aside and receive no further consideration.

In compliance with the requirements of Article 24 - Government Contracts, of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, the following conditions shall apply in the award of any Contract resulting from this solicitation:

1.3.1. Contractor Selection

Any contract resulting from this solicitation will be awarded to the responsive bidder whose total assessed bid represents best value. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the Nunavut Settlement Area Bid Criteria.

1.3.2. Nunavut Settlement Area Bid Criteria

Bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria:

In this requirement "Nunavut Representations" will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

BID CRITERIA	AVAILABLE PERCENT DISCOUNT
The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area	2 points = reduction of 2%
The employment of Inuit labor, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.	5 points = reduction of 5%
The undertaking of commitments, under the contract, with respect to on- the-job training or skills development for Inuit.	3 points = reduction of 3%
TOTAL POSSIBLE POINTS	10 points = reduction of 10%

For purposes of interpretation:

"Inuit firm" shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada; and

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

"deliveries to" means "goods delivered to, and services performed in".

For more information on the contents of these lists, please contact:

Nunavut Tunngavik Incorporated
P.O. Box 280
Rankin Inlet, N.W.T. X0C 0G0

Telephone: 867-645-3199
Facsimile: 867-645-3452

1.3.3. Evaluation and Assessment - Submission Requirements

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Nunavut Representations"), 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 in the "Nunavut Representations" and that untrue statements may result in the tender being declared non-responsive.

1.3.4. Treatment of Representations and Warranties

The Bidder acknowledges that:

- a. the Minister relies upon the "Nunavut Representations" to evaluate bids; and
- b. the "Nunavut Representations" shall become covenants under any contract(s) resulting from this solicitation.

1.3.5. NLCA - Evaluation Criteria

The benefits that apply to this procurement are contained in Article 24 of the Nunavut Land Claims Agreement (NLCA):

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- (a) the existence of head offices, administrative offices or Other facilities in the Nunavut Settlement Area;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or

the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

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 and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying

out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [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

1. Security Requirement

There is no security requirement applicable to this Contract.

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

3.1 General Conditions

2010C (2014-06-26), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

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4.1 Period of the Contract

The period of the Contract is from date of Contract to September 5, 2014 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alison Guilford
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, MB
R3B 0T6

Telephone: 204-983-4095

Facsimile: 204-983-7796

E-mail address: alison.guilford@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 Procurement Authority

The Procurement Authority for the Contract is: **(TO BE DETERMINED)**

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Technical Authority

The Technical Authority for the Contract is: **(TO BE DETERMINED)**

Name: _____

Title: _____

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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.

5.4 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

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: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm price(s), as specified in Annex B for a cost of \$ TBD. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work

7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

7.3 SACC Manual Clauses

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

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. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment. **(TO BE DETERMINED)**

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

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

9. Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2014-06-16);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____ (*insert date of bid*).

12. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX A

STATEMENT OF WORK

1. BACKGROUND

OPERATION (OP) NANOOK 14 is the centre piece of several sovereignty operations conducted annually by the Canadian Armed Forces (CAF) in Canada's Arctic and the key Whole of Government (WoG) operation for the region. It will allow the CAF to demonstrate its ability to operate effectively in this challenging environment, enhancing the skills of soldiers, sailors, airmen and airwomen. Additionally, OP NANOOK strengthens the links with WoG partners that enhance cooperation and facilitates CAF support in response to future threats and hazards. A key facet of this operation is publicizing the operational success of OP NANOOK 14 and influencing key stakeholders to enhance future WoG.

The Department of National Defence (DND), Canadian Armed Forces (CAF) will conduct OP NANOOK 14 in Iqaluit, Nunavut (NU) in August 2014.

2. REQUIREMENT

The Department of National Defence has a requirement for three (3) 40-passanger buses with qualified drivers from August 8, 2014 to September 5, 2014 in Iqaluit, NU to move Canadian Armed Forces (CAF) members around the city of Iqaluit, NU.

Bus	Dates	Anticipated Route	Anticipated Schedule
Bus 1	8 Aug – 5 Sept 14	Airport Terminal to PAB Shuttles	1000 to 1800
Bus 2	11 Aug – 3 Sept 14	Circle Routing: PAB, Cadet Hall, Arctic Games Arena, Discovery Hotel, Nova Inn, Airport Terminal, PAB	Continual from 0600 to 2000
Bus 3	21 Aug – 2 Sept 14	PAB to Dock Shuttles	0800 to 1600

* Any changes must be authorized in writing by the Contracting Authority.

- 2.1. Three (3) 40-passenger buses in good mechanical and safe operating condition
- 2.2. All vehicles will report to the Iqaluit Personnel Accommodation Barracks at the start of their tasking
- 2.3. Buses must be able to carry the personal kit and equipment of members utilizing the buses, with the load never exceeding 45 lbs per person.

3. Contractor Responsibilities:

- 3.1. Provision of vehicles being in good condition, cleaned, mechanically checked and inspected prior to the start of use on August 8, 2014;
- 3.2. Maintaining the vehicle from normal wear and tear;
- 3.3. The supplying of vehicle fuel;
- 3.4. Changing worn tires;
- 3.5. Towing if necessary the vehicle from the point of vehicle breakdown to the contractor's repair facility;
- 3.6. The Contractor must allow the vehicle to be inspected by an appointed member of CAF;
- 3.7. Ensuring that all vehicles meet Transport Canada and provincial/territorial safety guidelines for motor vehicles for Nunavut.
- 3.8. Vehicle Break-downs:

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

3.8.2. The Contractor will provide a point of contact to liaise with the CAF's TA concerning the services to be provided. This representative must be available twenty four (24) hours a day and seven (7) days a week (24/7). This individual must have the authority to make decisions on behalf of the Contractor.; and

3.8.3. All maintenance and repairs (Parts and Labour) are the responsibility of the contractor.

4. CAF Responsibilities:

The CAF will identify an on-site point of contact for the requested services at the start of the contract. This designated on-site point of contact is the CAF TTA (theatre technical authority) or representative for whom the work is being carried out and is responsible for all matters concerning the technical requirements of the work:

5. DELIVERY AND INSPECTION:

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 in good operating condition.

6. ACCEPTANCE:

In the event a vehicle is defective or otherwise not in conformity with the requirements of this Contract, the TA or Representative shall have the right to reject the vehicle.

7. LOSS, DAMAGE AND REPAIRS:

Canada will not be responsible for losses or damages due to normal wear and tear. Canada will not be liable for the cost of repairs to rental bus failure or break, including, but not limited to:

- a. Flat tires incurred during operations on paved or gravel roads;
- b. Metal fatigue (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.

8. POINT OF CONTACT REQUIREMENTS:

The Contractor must provide a point of contact with the authority to:

- a. Liaise with authorized CAF TTA ; and
- b. Ensure that the Contractor is able to respond to any maintenance issues.

9. CONSTRAINTS:

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The Contractor must ensure that all equipment will be serviceable and services continue to be provided in all weather conditions where the ambient temperatures may range from 15 to -20 degrees Celsius, inclusive of wind-chill factor.

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ANNEX B

BASIS OF PAYMENT

Pricing Schedule – Firm All Inclusive Prices: The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.

Line	Description	Dates	Unit of Issue	Firm Unit Price	Est. Qty (No. of Days)	Extended Total
1.	Bus 1: 40-passanger bus with qualified driver	8 Aug – 5 Sept	8 hours /day	\$	29	\$
2.	Bus 2: 40-passanger bus with qualified driver	11 Aug – 3 Sept	14 hours /day	\$	24	\$
3.	Bus 3: 40-passanger bus with qualified driver	21 Aug – 2 Sept	8 hours /day	\$	13	\$
Pricing Schedule Total:						\$

ANNEX C

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor
 - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

2. Automobile Liability Insurance

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1. The Offeror must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b) Accident Benefits - all jurisdictional statutes
 - c) Uninsured Motorist Protection
 - d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.