



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**Pacific Region**  
**401 - 1230 Government Street**  
**Victoria, B.C.**  
**V8W 3X4**  
**Bid Fax: (250) 363-3344**

**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**

<b>Title - Sujet</b> WCTC Bus Charters	
<b>Solicitation No. - N° de l'invitation</b> W4295-16C006/A	<b>Date</b> 2016-04-20
<b>Client Reference No. - N° de référence du client</b> W4295-16C006	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-123-6968	
<b>File No. - N° de dossier</b> VIC-5-38257 (123)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-05-06</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hogg, Mike	<b>Buyer Id - Id de l'acheteur</b> vic123
<b>Telephone No. - N° de téléphone</b> (250) 363-3916 ( )	<b>FAX No. - N° de FAX</b> (250) 363-0395
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> WCTC 45 Fireweed Drive Whitehorse Yukon Y1A 5T8 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 - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with the requirement.

### **1.2 Statement of Work**

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

### **1.3 Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

### **1.4 Trade Agreements**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 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.

### **2.3 Former Public Servant**

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

### 2.3.1 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.

### 2.3.2 Former Public Servant in Receipt of a Pension

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

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

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

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

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File No. - N° du dossier  
VIC-5-38257

Buyer ID - Id de l'acheteur  
Vic240  
CCC No./N° CCC - FMS No./N° VME

### 2.3.3 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.

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **10/TEN** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.5 Applicable Laws

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

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**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (01 hard copies)

Section II: Financial Bid (01 hard copies)

Section III: Certifications (01 hard copies)

**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.

#### **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.

##### **3.1.1 Exchange Rate Fluctuation**

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

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Criteria**

Bids must comply with all terms and conditions of the Request for Proposal and with Annexes "A" and "B" to be considered responsive.

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### **4.2 Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

#### **5.1 Certifications Required with the Bid**

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

##### **5.1.1 Declaration of Convicted Offences**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

##### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

##### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to this Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is for a **One/01** year period from Contract award.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 02 additional 01 year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 6.4.3 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Kwanlin Dun First Nation Final Agreement
- Ta'an Kwach'an Council Final Agreement.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mike Hogg  
Public Works and Government Services Canada  
1230 Government Street, Suite 401  
Victoria, British Columbia Canada V8W 3X4  
Telephone : (250) 363-3916  
E-mail: [Mike.Hogg@pwgsc-tpsgc.gc.ca](mailto:Mike.Hogg@pwgsc-tpsgc.gc.ca)

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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. In the event you are unable to contact the above noted Authority, please contact: [PAC.VICCA@tpsgc-pwgsc.gc.ca](mailto:PAC.VICCA@tpsgc-pwgsc.gc.ca).

### 6.5.2 Site Authority

(To be completed at contract award)

The Site 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 Site Authority, however the Site Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

(Please Complete)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### 6.7 Payment

#### 6.7.1 Basis of Payment

Firm rates in Canadian dollars as listed in Annex "B". The rates are firm until the end of the period of the Contract.

#### 6.7.2 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 \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are *included* and Applicable Taxes are extra.

#### 6.7.3 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

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## **6.8 SACC Manual Clauses**

### **6.8.1 Insurance Requirements**

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

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

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

### **6.8.2 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. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

#### **6.8.4 Automobile Liability Insurance**

1. The Contractor 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 \$8,000,000 per accident or occurrence.
2. The policy must include the following:
  - a) Third Party Liability - \$8,000,000 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.
  - e) OPCF/SEF/QEF #6b - School Bus Endorsement

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Vic240  
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## **6.9 Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in Section 10 of 2010C, General Conditions - Services (Medium Complexity).

Invoices must be distributed as follows:

1. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
2. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.10 Certifications**

### **6.10.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

### **6.11 Applicable Laws**

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

### **6.12 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) 2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract;
- c) Annex A, Statement of Work;
- d) Annex B, Basis Of Payment;
- e) the Contractor's bid dated \_\_\_\_\_

### **6.13 SACC Manual Clauses**

A9049C (2011-05-16) Vehicle Safety

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## ANNEX "A"

### REQUIREMENT

#### REQUIREMENT

For the rental of buses with drivers in accordance with the Statement of Work in Annex "A" to the Department of National Defence, Whitehorse Cadet Training Camp (WCTC), in Whitehorse, YT.

#### SCOPE OF WORK.

To supply and deliver 46-48 passenger school buses with driver for use at Whitehorse Cadet Training Camp (WCTC), Whitehorse, Yukon in accordance with the schedule in Annex "C".

One bus to have all seats removed to transport bicycles and equipment. Mats, blankets or other means will be used to prevent damage to the inside walls of the bus.

To supply and deliver additional buses as required beyond that identified charged on a firm daily basis.

To supply full time bus drivers and make available spare bus drivers with the appropriate qualifications as set out by Yukon Government Drivers regulations (Class 2). Hours of work per week and shift work are estimated herein in Annex "A". Drivers shall be available to work 7 days per week from 0800 to 2300 hours daily. The schedule for drivers shall be promulgated once the Non-Commissioned Officer (NCO) for Transport DND is on site at the Camp.

#### STATEMENT OF WORK

The contractor shall be responsible for licensing the buses under the condition that primary travel shall be within the Yukon Territory with some requirements to travel in British Columbia and the USA on cadet Camp Business.

All work under the contract shall be carried out in accordance with existing Federal, Territorial, Provincial, Municipal Codes, Regulations and By-laws. Any charges imposed as a result of such Codes, Regulations, or By-laws shall be the responsibility of the contractor.

The Contractor shall be responsible for and provide maintenance on all vehicles. Scheduled maintenance shall be planned and carried out by Contractor so as not to interfere with usage of the buses by WCTC. Where the buses must be return to the Contractor for maintenance, and in opinion of the Site Authority another bus is required to replace the bus taken out of service in order to prevent disruption of WCTC business. The Contractor shall provide the replacement bus at no additional charge.

The Site Authority reserves the right to return, within 3 (three) days, any vehicle supplied against this contract which is not in acceptable condition without payment of any fee for the period covered. The Contractor shall provide a replacement vehicle immediately or correct the unsatisfactory condition(s) on the vehicle, and the rental costs will commence at the time that the replacement/corrected vehicle is returned.

The Contractor will provide a form with a schedule of maintenance to be carried out during the lease/rental period. The Contractor will be responsible for carrying out all warranty servicing during the rental period. The Contractor will be responsible for pickup and return of the vehicle for warranty servicing.

The Contractor will be responsible for vehicle maintenance, servicing, tire replacement, and tire repairs (eg. Flats due to normal wear and tear). Maintenance shall include labor, parts replacement and the servicing for all portions of the vehicle including changing engine oil at intervals specified in the

manufacturer's manual. The Contractor shall replace tires, blown or worn through normal driving and road hazard conditions.

The Contractor shall be responsible for all employee (driver) payroll deductions and submitting to the appropriate authorities. Contractor shall have the required Workmen's Compensation coverage on all employees they proffer under this contract.

Bus is not required to stay on location.

#### Condition of Equipment

All vehicles provided under the terms of contract shall:

- a. Be no more than 10 years old;
- b. Be in full compliance with the specifications of Canadian Standards Association (CSA) Standard D250-M1982, "SCHOOL BUSES";
- c. Be equipped with seats in compliance with Canadian Motor Vehicle Safety Standards as Issued by Transport Canada under the authority of the Canadian Motor Vehicle Safety Act.

Notwithstanding GSA Standard 0250, all buses shall be equipped with a horizontal exhaust pipe approved by the Site Authority which will cause all fumes to be expelled at the rear of the bus.

Notwithstanding CSA Standard 0250, all buses shall be equipped with a high intensity light beam revolving at 80 flashes per minute through a clear crystal lens, dimension 7 inches high with a 5% inch diameter base, to be installed not less than 8 feet, or not more than 12 feet from the rear of the bus. The light shall be wired in such a way that when the master switch is activated, the light shall turn on and continue to operate until the master switch is shut off.

The Contractor shall provide to the Site authority, at the time of delivery of the bus(es), certificates signed by a journeyman mechanic certifying that each bus has, on a date less than 5 (five) days prior to the date provided, been inspected by him/her for mechanical soundness and has been found in condition or brought to a condition which will render the bus safe and road worthy for the period of contract.

#### Service and Repair of equipment

Service and repairs shall be available at all times including evenings and weekends in Whitehorse, Yukon.

If a vehicle is broken down outside of Whitehorse and unable to return to your service point, parts are to be sent out or taken out by a mechanic and installed within 24 hours, subject to availability of parts.  
Replacement

In the event that a motor vehicle, as describe herein, is taken out of service for repairs or servicing or is not available upon request, a substitute motor vehicle of equal or better value acceptable to the Crown will be provided by the lessor at no additional charge.

#### Quiet Enjoyment

The Contractor represents and warrants that:

It has full power and authority to lease a motor vehicle to Canada; and During the period of the lease of the motor vehicle, if Canada is not in default In carrying out any of Canada's obligations under Contract, Canada shall have unlimited use of the motor vehicle without disturbance from the Contractor, except when the Contractor Is performing maintenance pursuant to the provision of the Contract, and without disturbance by any person lawfully claiming by, through or under the Contract.

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**Annex "B"**  
**BASIS OF PAYMENT**

Firm unit prices are in Canadian dollars, the Goods and Services Tax (GST) excluded, delivered Incoterms 2000 FOB destination address specified, and customs duties and excise taxes included. GST is not to be included in the unit prices. GST will be added as a separate item to any invoice issued.

Quotes price shall include stated insurance requirement and unlimited mileages.

Firm unit price shall be inclusive of all direct and indirect expenses incurred in performing the Requirement. The rates below shall include all costs for vehicle licensing, permits, insurance, full maintenance due to normal wear and tear, replacement of tires and tire repairs, and all warranty servicing. No standby fee (for buses) shall be charged. Only buses used shall be charged for. DND shall not be liable for any costs should cancellation by Contractor occur. The rental rate of the bus must include fuel costs.

No other charges will be accepted.

**WHITEHORSE CADET TRAINING CAMP (WCTC): Year 2016**

<b>2016 Pricing</b>	<b>Firm Unit Price</b>
46-Passenger School Buses	\$ _____/day per bus
Drivers	\$ _____/Hourly Rate \$ _____/Standby Hourly Rate
Drivers Overtime Hourly Rate (In excess of 8 hours/day)	\$ _____/Hourly Overtime Rate \$ _____/Standby Hourly Overtime Rate

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**WHITEHORSE CADET TRAINING CAMP (WCTC): Option Year 2017**

<b>2017 Pricing</b>	<b>Firm Unit Price</b>
46-Passenger School Buses	\$ _____/day per bus
Drivers	\$ _____/Hourly Rate \$ _____/Standby Hourly Rate
Drivers Overtime Hourly Rate (In excess of 8 hours/day)	\$ _____/Hourly Overtime Rate \$ _____/Standby Hourly Overtime Rate

**WHITEHORSE CADET TRAINING CAMP (WCTC): Option Year 2018**

<b>2018 Pricing</b>	<b>Firm Unit Price</b>
46-Passenger School Buses	\$ _____/day per bus
Drivers	\$ _____/Hourly Rate \$ _____/Standby Hourly Rate
Drivers Overtime Hourly Rate (In excess of 8 hours/day)	\$ _____/Hourly Overtime Rate \$ _____/Standby Hourly Overtime Rate

**ANNEX "C"**

**SCHEDULE**

DND holds the right to amend timings and locations that are laid out in the attached schedule on short notice due to emergencies or weather.

**Cadet Schedule**

Date	Pax	Time requested	Time Released	Location
10-Jul	46 pax	1300	1700	WCTC/Wildlife Preserve/McBride Museum/WCTC
10-Jul	46 pax	1200	2100	Airport/WCTC
10-Jul	46 pax	1200	2100	Airport/WCTC
13-Jul	46 pax	1440	1550	WCTC/Canada Games Centre/WCTC
13-Jul	46 pax	800	1600	WCTC/Schwatka/WCTC
13-Jul	46 pax	1245	1440	WCTC/Canada Games Centre/WCTC
14-Jul	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
14-Jul	46 pax	1245	1440	WCTC/Canada Games Centre/WCTC
16-Jul	46 pax	1530	1700	WCTC/Canada Games Centre/WCTC
17-Jul	46 pax	1310	1700	WCTC/Whitehorse/WCTC
17-Jul	46 pax	1310	1700	WCTC/Whitehorse/WCTC
17-Jul	46 pax	1310	1700	WCTC/Whitehorse/WCTC
17-Jul	46 pax	1310	1700	WCTC/Whitehorse/WCTC
17-Jul	46 pax	1310	1700	WCTC/Downtown/WCTC
17-Jul	46 pax	1310	1700	WCTC/Downtown/WCTC
17-Jul	46 pax	900	1200	Church Run: WCTC/2 stops downtown/WCTC
18-Jul	46 pax	800	1000	WCTC/Whitehorse Rifle and Pistol Club
18-Jul	46 pax	1630	1700	Whitehorse Rifle and Pistol Club/WCTC
18-Jul	46 pax	1330	1700	WCTC/Canada Games Centre/WCTC
19-Jul	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
19-Jul	46 pax	800	1000	WCTC/Whitehorse Rifle and Pistol Club
19-Jul	46 pax	1630	1700	Whitehorse Rifle and Pistol Club/WCTC
19-Jul	46 pax	1245	1430	WCTC/Canada Games Centre/WCTC
20-Jul	46 pax	1800	2100	WCTC/Tagish Lake Recreation Area/WCTC
20-Jul	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
23-Jul	46 pax	1440	1700	WCTC/Canada Games Centre/WCTC
23-Jul	Bike	1800	2100	Bike to WCTC/Marsh Lake Rest Area
23-Jul	46 pax	800	2100	Airport/WCTC Schedule TBD
24-Jul	46 pax	1310	1700	WCTC/Whitehorse/WCTC
24-Jul	46 pax	1310	1700	WCTC/Whitehorse/WCTC
24-Jul	46 pax	800	2100	Airport/WCTC Schedule TBD
24-Jul	46 pax	1310	1700	WCTC/Downtown/WCTC

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24-Jul	46 pax	1310	1700	WCTC/Downtown/WCTC
24-Jul	46 pax	900	1200	Church Run: WCTC/2 stops downtown/WCTC
25-Jul	46 pax	1245	1440	WCTC/Canada Games Centre/WCTC
26-Jul	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
26-Jul	46 pax	1245	1430	WCTC/Canada Games Centre/WCTC
27-Jul	46 pax	730	930	WCTC/Rock Gardens (Whitehorse)
27-Jul	46 pax	1630	2200	Rock Gardens (Whitehorse)/Kusawa Lake Campground
27-Jul	46 pax	800	2100	WCTC/Lapie Canyon Campground
27-Jul	Bike	800	2100	WCTC/Lapie Canyon Campground
27-Jul	46 pax	730	1000	WCTC/Whitehorse
27-Jul	46 pax	1630	1800	Whitehorse/WCTC (Hike Start)
27-Jul	46 pax	800	1630	WCTC/Kootasoon 3 runs total
27-Jul	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
28-Jul	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
29-Jul	46 Pax	1345	1630	WCTC/Canada Games Centre/WCTC
30-Jul	46 pax	1500	1700	Fish Lake Rd/High Country RV Park.
30-Jul	46 pax	800	2100	Airport/WCTC Schedule TBD
30-Jul	46 pax	1245	1430	WCTC/Canada Games Centre/WCTC
31-Jul	46 pax	800	2100	Airport/WCTC Schedule TBD
31-Jul	46 pax	1310	1700	WCTC/Downtown/WCTC
31-Jul	46 pax	1310	1700	WCTC/Downtown/WCTC
31-Jul	46 pax	1310	1700	WCTC/Downtown/WCTC
31-Jul	46 pax	900	1200	Church Run: WCTC/2 stops downtown/WCTC
01-Aug	46 pax	1700	2300	Burma Road to Carmack. RV at Burma Road for 1800
01-Aug	Bike	1900	2100	Johnson Crossing/WCTC
01-Aug	46 pax	1630	2100	ROCK GARDENS/Johnsons Crossing
01-Aug	46 pax	800	1600	WCTC/Schwatka/WCTC
02-Aug	46 pax	1100	2100	Carmacks (1500 hrs RV)/Lapie Canyon Campground
02-Aug	Bike	1100	2100	WCTC/Lapie Canyon Campground
02-Aug	46 pax	1300	1800	JOHNSONS CROSSING/HIGH COUNTRY RV
02-Aug	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
03-Aug	46 pax	800	1000	High Country RV/Whitehorse
03-Aug	46 pax	1600	1800	Whitehorse/High Country RV Park
03-Aug	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
04-Aug	46 pax	1700	2100	ROCK GARDENS/WCTC (Hike Start)
05-Aug	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
06-Aug	46 pax	800	2100	Airport/WCTC Schedule TBD
07-Aug	46 pax	1500	2100	Fish Lake Rd/WCTC/South Canol Bus RV
07-Aug	46 pax	1600	2200	Burma Road to Carmacks. RV at Burma Road for 1800
07-Aug	Bike	1800	2100	South Canol RV/WCTC

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07-Aug	46 pax	1310	1700	WCTC/Downtown/WCTC
07-Aug	46 pax	800	2100	Airport/WCTC Schedule TBD
07-Aug	46 pax	1310	1700	WCTC/Downtown/WCTC
07-Aug	46 pax	1310	1700	WCTC/Downtown/WCTC
07-Aug	46 pax	900	1200	Church Run: WCTC/2 stops downtown/WCTC
08-Aug	46 pax	1300	1800	Johnsons Crossing/WCTC (hike Start)
08-Aug	Bike	1100	2100	WCTC/Carmacks (RV 1500)/Lapie Canyon Campground
08-Aug	46 pax	1100	2100	Carmacks (RV 1500)/Lapie Canyon Campground
08-Aug	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
09-Aug	46 pax	800	1700	WCTC (Hike Start)/Community Service/WCTC
12-Aug	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
12-Aug	46 pax	1245	1430	WCTC/Canada Games Centre/WCTC
13-Aug	46 pax	1500	1700	Fish Lake Rd/ WCTC
13-Aug	46 pax	1600	1730	Burma Road to WCTC. RV at Burma Road for 1630
13-Aug	46 pax	1800	2300	Burma Road/WCTC
13-Aug	Bike	1700	2100	Bikes from South Canol Bus RV/WCTC
13-Aug	46 pax	1700	2100	South Canol Bus RV/WCTC
13-Aug	46 Pax	1245	1700	WCTC/Canada Games Centre/WCTC
14-Aug	46 pax	1310	1700	WCTC/Downtown/WCTC
14-Aug	46 pax	1310	1700	WCTC/Downtown/WCTC
14-Aug	46 pax	1310	1700	WCTC/Downtown/WCTC
14-Aug	46 pax	1310	1700	WCTC/Downtown/WCTC
14-Aug	46 pax	1310	1700	WCTC/Downtown/WCTC
14-Aug	46 pax	1310	1700	WCTC/Downtown/WCTC
14-Aug	46 pax	1300	1700	WCTC/Airport/WCTC
14-Aug	46 pax	900	1200	Church Run: WCTC/2 stops downtown/WCTC
15-Aug	46 pax	1245	1540	WCTC/Canada Games Centre/WCTC
15-Aug	46 pax	800	1600	WCTC/Schwatka/WCTC
15-Aug	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
16-Aug	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
16-Aug	46 pax	1245	1430	WCTC/Canada Games Centre/WCTC
17-Aug	46 pax	1430	1700	WCTC/Canada Games Centre/WCTC
20-Aug	46 pax	1200	2100	Airport/WCTC
20-Aug	46 pax	1200	2100	Airport/WCTC

**Junior Canadian Rangers Schedule**

Date	Bus Requirement	# Pax	Depart	Arrive	Duties to be performed
<b>16-22 Jun 16</b>	1	40	0800h	0845h	Depart WCTC@ 0815hrs to Swift Water & Charburn Lk. One group at Swift Water site other group Chadburn Lake
			1130h	1200h	Depart Swift Water to Chadburn Lk.
			1245 h	1315h	Depart Chadburn Lk for Swift Water.
			1600h	1645h	Return from WCTC
	1	40	0700h	1000h	WCTC to White Water Rafting
		40	1900h	2200h	White Water Rafting To WCTC
	1	40	0800h	0845h	WCTC to Canada Games Centre.
		40	1130h	1200h	Canada Games Centre to WCTC.
	1	40	0800h	0830h	WCTC to Soccer Pitch
		40	1160h	1630h	Soccer Pitch to WCTC
	1	40	0800h	0845h	WCTC to Grey Mountain Range.
		40	1600h	1645h	Grey Mountain Range to WCTC.
	1	40	0800h	0830h	WCTC to Zipline
			1130h	1200h	Zipline to WCTC
	1	40	1800h	1830h	WCTC to Swimming Pool
		40	2130h	2200h	Swimming Pool to WCTC
	1	40	1800h	1830h	WCTC to Movie Theatre
		40	2130h	2200h	Movie Theatre to WCTC
<b>17-Jun-16</b>	2	62	1245h	1330h	WCTC to Paint Ball Site
			1630h	1715h	Paint Ball Site to WCTC
<b>19-Jun-16</b>	2	62	0830h	0915h	WCTC to start of Grey Mountain Hike
			1630h	1715h	Grey Mountain Hike to WCTC.
<b>22-Jun-16</b>	2	62	1000h	1045h	WCTC to Hot Springs
			1615h	1700h	Hot Springs to WCTC