



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 UTV Rental	
Solicitation No. - N° de l'invitation W2585-166260/A	Date 2016-08-24
Client Reference No. - N° de référence du client W2585-166260	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-116-9965	
File No. - N° de dossier WPG-6-39059 (116)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-09-09	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
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: Calixto, Monnette	Buyer Id - Id de l'acheteur wpg116
Telephone No. - N° de téléphone (204) 899-9768 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE DUNDURN DETACHMENT CAMP DUNDURN DUNDURN Saskatchewan S0K1K0 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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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under **Article 6.2** of the resulting contract clauses.

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

1.3 Trade Agreements

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

1.4 Canadian Content

The requirement is limited to Canadian goods and/or services

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.

2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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.

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 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](#).

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 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.

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 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

3.1 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) (<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.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- (a) Ability to perform the full scope of work described in Annex A, Statement of Work

4.1.2 Financial Evaluation

- (a) For line item 1 in the Basis of Payment, Annex "B", the firm unit price per month will be multiplied by the quantity (4) and multiplied by 5 months.
- (b) The result of the calculation in (a) above will determine the total evaluated bid price.

SACC Manual Clause [A0220T](#) (2013-04-25), Evaluation of Price

4.2 Basis of Selection

SACC Manual Clause A0031T (2010-08-16) – Lowest Price

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *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.

5.1.2 Additional Certifications Required with the Bid

This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

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) (<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).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [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.

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Amd. No. - N° de la modif.
File No. - N° du dossier
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Buyer ID - Id de l'acheteur
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CCC No./N° CCC - FMS No./N° VME

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 from September 30, 2016 to February 28th, 2017 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Monnette Calixto
Title: Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 100-167 Lombard Avenue
Winnipeg, MB R3B 0T6
Telephone: 204-899-9768
Facsimile: 204-983-7796
E-mail address: Monnette.Calixto@tpsgc-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.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: To Be Determined (TBD)
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.

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6.5.3 Contractor's Representative

Name: _____
Title: _____
Telephone: _____
Facsimile: _____
Email 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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a Firm Price as specified in Annex "B" for the cost of \$_____. 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.

6.7.2 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 – Direct Request by Customer Department
H1008C (2008-05-12), Monthly Payment

6.8 Invoicing Instructions

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.

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

17 Wing Winnipeg Det Dundurn
Det Transporation
Dundurn, SK S0K 1K0
Att: MCpl Courtney Roth

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 SACC Manual Clauses

SACC Manual A3060C (2008-05-12) Canadian Content Certification

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions *2010C (2016-04-04) General Conditions - Services (Medium Complexity)*;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Pricing
- (e) Annex C, Part 3 of the Bid Solicitation
- (f) the Contractor's bid dated _____, as clarified on _____.

6.12 Defence Contract

A9006C (2012-07-16), Defence Contract

6.13 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
A9062C (2011-05-16), Canadian Forces Site Regulations
B1501C (2006-06-16), Electrical Equipment
G1005C (2016-01-28) *Insurance – No Specific Requirement*

ANNEX "A"

STATEMENT OF WORK

The Department of National Defence (DND), 17 Wing Detachment Dundurn, Dundurn, Saskatchewan, has a requirement for the rental, delivery, offload, and servicing (when required) of four (4) 500cc 4-seater Utility Terrain Vehicle (UTV or "Side-by-Side"), without operators, for use in patrolling and security tasks for a period of five (5) months.

*****Refer to the General Operational Requirements, Special Instructions, Health and Safety Requirements and Compliance Matrix in this Annex for the complete performance specifications and instructions that must be satisfied in order for a bid to be deemed responsive.*****

DELIVERY

All the deliverables must be on or before February 28, 2017.

GENERAL OPERATIONAL REQUIREMENTS:

- a. Delivery and Pick-Up: It is the contractor's responsibility for delivering to DND, off-loading, and pick up from DND of the rental at the start and end of the rental period and when required for repair or servicing. This service will be provided at the expense of the contractor. The rental UTVs will be delivered in full serviceable condition, with fuel and fluid levels at full capacity.
- b. Scheduled Routine Servicing/Preventative maintenance: The contractor is responsible for all routine servicing and preventative maintenance of the units while on rental. These services must include but may not be limited to oil changes, and air filter replacement. The contractor must provide 17 Wing Detachment Dundurn twenty-four (24) hours' notice of any scheduled servicing of the units. Units may be serviced at 17 Wing Detachment Dundurn or off-site in accordance with Part 4, para (e).
- c. Minor repairs/Wear and Tear: The contractor will be responsible for minor repairs of the rental UTVs on-site at no cost to the Crown due to typical wear and tear. The Project Authority will notify the contractor when the repairs are required. A technician must be provided and arrive on-site within (24) hours of notification by 17 Wing Detachment Dundurn to preform required repairs. Minor repairs may include but may not be limited to the replacement of worn tires, or light bulbs.
- d. Breakdown Response Times: In the event that an emergency or no-notice service call is made to the contractor for repairs, service, or troubleshooting advice, a technician must be provided and be on-site at DND 17 Wing Detachment Dundurn ready to conduct an assessment and or preform repairs within 90 minutes from the time that the call for service was made.
- e. Vehicle Replacement: If it is determined that any of the rental units must be removed from the 17 Wing Detachment Dundurn or if it is determined that any of the rental units will be unusable but will remain on site for a period of longer than twelve (12) hours due to any circumstances with respect to Part 4, paras (b), (c), and (d), the contractor will provide a replacement unit within twenty-four (24) hours of:
 - i. the contractors notice of routine service or scheduled maintenance. Refer to (Part 4, para (b))

- ii. the time that it is determined by the contractor that a minor repair will require more attention on or off site. Refer to (Part 4, para (c))
 - iii. the initial emergency or no-notice service call. Refer to (Part 4, para (d))
- f. Acceptance Inspections: All rental units are to undergo an acceptance inspection by DND personnel prior to the contractor leaving the drop-off location. Rental units that fail the acceptance inspection will be rejected by the Project Authority and another rental unit is to be provided by the contractor within 48 hours of the originally schedule drop-off time.

At the time of acceptance and inspection, a DND acceptance and inspection form for rental units will be completed jointly by the contractor and the DND Project Authority. The form will indicate the conditions of rental units upon commencement of the rental period and will be signed by both parties.

At termination of the rental period, the contractor and the DND Project Authority will again conduct a rental unit inspection using the same form indicating any damage occurring during the term of the rental, determining liability for the same, and each party will sign the completed form.

- g. Vehicle Recovery: In the event that the UTV becomes stuck or breaks down within the 17 Wing Detachment Dundurn Range and Training Area – an area difficult to access by vehicles of less than 4-wheel drive capability, DND will carry-out on-site recovery from the location of the incident to the initial drop-off location of the rental unit should the incident require contractor maintenance or service.
- h. Loss, damage, and repair:
- (1) It is understood and agreed that DND is responsible for the loss of and damage to the rental units supplied under the contract incurred during the rental period, if caused or contributed to by the negligence or carelessness of DND employees, officers, or agents of the Crown and recorded to the extent that the loss or damage is not the result of normal wear and tear or an act of God.

Under this service contract, damage incurred to the rental units between the time the rental unit has been accepted by the DND and the end of the rental period will be the responsibility of DND, unless it is proven that the damage is caused by the malfunction of the rental unit.
 - (2) While DND remains responsible for the costs of repairs for damage caused or contributed to by the negligence or carelessness of DND employees, officers, or agents of the Crown, DND retains the right, if so desired, to obtain its own estimate through a third party on the identified repairs, in order to validate the contractor's estimate. Once the value of the repairs has been established, the contractor will invoice DND for the agreed amount. Invoices must include copies of estimates and actual repair invoices including towing charges, if necessary. Contractor will be responsible for picking up and dropping off for all vehicles. If a fee is charged for the pickups, DND will pay the bill as long as it is understood that the damage/neglect was caused by DND, and not vehicle malfunction. Disagreements will be resolved by the Contracting Authority.
 - (3) DND will be responsible for replacement of tires damaged through negligence or carelessness while in their possession but will not be responsible for the replacement of tires do to wear and tear. Excessive tire wear is not to be

considered a hazard as these rental units will be operated in difficult terrain that can only be traversed using four-wheel drive.

5. SPECIAL INSTRUCTIONS:

- a. The contractor must adhere to all the safety rules, regulations, and labour codes;
- b. The contractor must provide operators' manuals for any equipment supplied;
- c. In the case of disputes as to the quality or fitness of equipment, or the requirement for a third party estimate of repairs, in cases of dispute rest solely with the Contracting Authority, whose decision is final; and
- d. The contractor will abide by the rules and regulations regarding access to, and search of persons and vehicles, when entering or leaving a DND establishment.

6. HEALTH & SAFETY REQUIREMENTS (IF APPLICABLE):

- a. Responsibility: All accidents during delivery, off-loading, or pick-up are to be reported by the contractor to the Project Authority immediately.
- b. Hazardous Materials: All hazardous materials associated with the use of the UTVs (i.e. Batteries, Petroleum, Oils, and Lubricants) must be identified by the contractor and labelled in accordance with the Workplace Hazardous Material Information System (WHMIS) 2015 and copies of the Safety Data Sheet (SDS) must be supplied to the Project Authority.
- c. Unforeseen Hazards: Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during the performance of work, report to Project Authority immediately.
- d. Building Smoking Environment: 17 Wing Detachment Dundurn has a no smoking policy in effect with exceptions in designated smoking areas.
- e. Observance of On-site Safety, Health, and Environmental Standards: The Contractor, his employees and/or subcontractors, undertakes and agrees to comply with all DND regulations outlined in the Contractor Safety Orientation Checklist, including the observance of all safety, health, and environmental standards and those in place to preserve and protect DND property from loss or damage from all causes including fire.
- f. Compliance: The Contractor is responsible to ensure that all employees and subcontractors that will be working on the site are fully briefed and have completed and signed the Contractor Safety Orientation Checklist prior to the start of any portion of the on-site work. A copy of the signed checklist is to be provided to the Project Authority. No payments will be issued until all documentation is in place.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

A complete list of the minimum mandatory performance specifications are detailed below in the “Compliance Matrix”. Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders **must** show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered “meets” or “doesn’t meet”.
2. Bidders are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Compliance Matrix.
3. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
4. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
5. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.
6. Failure to meet each mandatory performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:

Requirement	Manufacturer Offered:	Model number Offered#
Utility Terrain Vehicle (UTV or "Side-by-Side") Rental		

Item #	Performance and or Physical Specification	Status (M) Mandatory (D) Desirable*	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder should indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
1	Equipment must not exceed two (2) years old;	M			
2	Must be capable of 4-	M			

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File No. - N° du dossier
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	wheel drive;				
3	Must be capable of seating 4 personnel (1 driver and 3 passengers) by design;	M			
4	Must have cargo area in the rear of the UTV;	M			
5	Must have the ability to operate in a reverse gear;	M			
6	Must possess a minimum engine displacement of 500cc to a maximum displacement of 1000cc	M			
7	Must come with a spare tire on rim and hole plugging kit.	M			

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ANNEX "B"

BASIS OF PAYMENT

- Prices quoted must be **Firm Unit Prices**, FOB Destination including all delivery, offloading/loading charges as well as all listed Operational, Special, and Health and Safety requirements, in accordance with Annex "A" – Statement of Work.
- Prices quoted are to remain firm for the duration of the Contract.
- Prices quoted do not include GST/HST, however, GST/HST will be added as a separate item on any invoices issued against this contract.

Delivery, FOB Destination: 17 Wing Winnipeg Det Dundurn
Det Transporation
Dundurn, SK S0K 1K0
Att: MCpl Courtney Roth

Item #	Description	Unit of Issue	Quantity	Unit Price Per Month	Extended Price
1	Utility Terrain Vehicle (UTV or "Side-by-Side") Rental	Each	4	\$ _____/UTV/month	\$ _____
	Total Evaluated Bid Price				\$ _____

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ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)