



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

National Defence Headquarters  
Director Major Procurement 7 (D Maj Proc 7)  
Attention: Kim Seguin  
By e-mail to:  
Kim.Seguin@forces.gc.ca

#### Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

#### Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

#### Comments – Commentaires

**THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT.**

#### Solicitation Closes – L'invitation prend fin

At: – à :

02:00 PM Eastern Standard Time (EST)

On: – le : 26 February 2019

<b>Title – Titre</b> Rental of Vehicles in Support of OP Nunaliyut 2019	<b>Solicitation No. – N° de l'invitation</b> W8484-199425
<b>Date of Solicitation – Date de l'invitation</b> 17 January 2019	
<b>Address Enquiries to: – Adresser toutes questions à :</b>  Kim Seguin by e-mail to Kim.Seguin@forces.gc.ca	
<b>Telephone No. – N° de téléphone</b> ____-____-____	<b>FAX No. – N° de fax</b> ____-____-____
<b>Destination</b>  See herein.	

**Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

Delivery Required – Livraison exigée	Delivery Offered – Livraison proposée
Vendor Name and Address – Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name – Nom _____	Title – Titre _____
Signature _____	Date _____

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 STATEMENT OF WORK.....	3
1.2 COMPREHENSIVE LAND CLAIMS AGREEMENT(S) .....	3
1.3 DEBRIEFINGS .....	3
1.4 TRADE AGREEMENTS .....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	4
2.2 SUBMISSION OF BIDS .....	4
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS .....</b>	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS .....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION .....	9
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>10</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	10
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
6.1 SECURITY REQUIREMENTS .....	11
6.2 STATEMENT OF WORK.....	11
6.3 STANDARD CLAUSES AND CONDITIONS .....	11
6.4 TERM OF CONTRACT .....	11
6.5 AUTHORITIES .....	11
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	12
6.7 PAYMENT .....	12
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.9 APPLICABLE LAWS.....	13
6.10 PRIORITY OF DOCUMENTS .....	13
<b>ANNEX "A" .....</b>	<b>14</b>
STATEMENT OF WORK .....	14
<b>ANNEX "B" .....</b>	<b>20</b>
BASIS OF PAYMENT .....	20
<b>ANNEX "1" TO PART 3 OF THE BID SOLICITATION.....</b>	<b>21</b>
ELECTRONIC PAYMENT INSTRUMENTS.....	21

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

This procurement is subject to the following Comprehensive Land Claims Agreement:

- The Inuvialuit Final Agreement

### **1.3 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.

### **1.4 Trade Agreements**

The requirement is subject to the following Trade Agreements: World Trade Organization Agreement on Government Procurement (WTO-AGP), The North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), and the Canada-Korea Free Trade Agreement (CKFTA)

## 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) (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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 2.d of section 05, Submission of bids, is deleted in its entirety and is replaced with the following:

- d. send its bid only to the Department of National Defence organization receiving the bids as specified on page 1 of the bid solicitation;

Section 06, **Late Bids** is deleted in its entirety.

The text under Section 07, **Delayed bids**, is deleted in its entirety and is replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

Subsection 1 of Section 08, **Transmission by facsimile or by epost Connect**, is deleted in its entirety.

The text under Section 13, **Communications – solicitation period**, is deleted in its entirety and is replaced with the following:

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only as indicated on page 1 of the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

Canada will submit all significant enquiries received and their replies directly to invited Bidders by electronic mail. For further information, consult subsection 3 of the Submission of bids section.

Subsection 2 of Section 20, **Further Information**, is deleted in its entirety.

### 2.2 Submission of Bids

Unless otherwise specified in the bid solicitation or directed by the Contracting Authority, bids must be received by the Contracting Authority by electronic mail by the date and time indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

**Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is

the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Technical and financial documents submitted after the closing date and time will not be accepted.

### **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.

### **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 ten (10) 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 Ontario.

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**

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

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

Section I: Technical Bid: one (1) soft copy submitted by e-mail;

Section II: Financial Bid: one (1) soft copy submitted by e-mail;

Section III: Certifications: one (1) soft copy submitted by e-mail.

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>).

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

#### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" to Part 3 of the Bid Solicitation - Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" to Part 3 of the Bid Solicitation - 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.

#### **3.1.3 Exchange Rate Fluctuation**

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

**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**

	<b>Mandatory Criteria</b>	<b>Bid Reference</b>
MT1	Bidders must provide pricing in accordance with the Basis of Payment, Annex "B", as firm all-inclusive rates for all pricing requirements or their bid will be considered non-responsive and will be given no further consideration	

#### **4.1.2 Financial Evaluation**

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Basis of Payment detailed in Annex "B".

### **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 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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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](https://www.canada.ca/en/employment-social-development/canada/esdc/labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

#### **6.3.1 General Conditions**

[2010B](#) (2018-06-21), General Conditions - Professional 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 date of Contract to 15 April 2019 inclusive.

#### **6.4.2 Delivery Date**

All the deliverables must be received on or before 4 April 2019.

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

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

The Inuvialuit Final Agreement

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Kim Seguin  
Title: Senior Procurement Officer  
Organization: Department of National Defence  
Directorate: D Maj Proc 7  
Address: National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2

Telephone: \_\_\_\_\_

E-mail address: Kim.Seguin@forces.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 Technical Authority (to be specified in the resulting Contract)

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
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.

### 6.5.3 Contractor's Representative (to be specified in the resulting Contract)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
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

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 a cost of \$ \_\_\_\_\_ (to be specified in the resulting Contract). 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 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

### 6.7.3 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)

### 6.7.4 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.8 Certifications and Additional Information

### 6.8.1 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 Applicable Laws

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

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21) - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

## ANNEX "A"

### STATEMENT OF WORK

#### PASSENGER VEHICLE RENTAL FOR OP NUNALIVUT 2019

#### 1. Scope

##### 1.1 Purpose

The Canadian Armed Forces (CAF) requires contracted support for the provision of rental vehicles in Inuvik, NT as part of support to the Operation NUNALIVUT (Op NA-NU) 19.

##### 1.2 Background

Op NA-NU 19 is conducted annually by the CAF in Canada's North to demonstrate Canada's capability to deploy forces in the Arctic is a priority area of Strong Secure Engaged - Canada's Defence Policy. A portion of Op NA-NU 19 will be held in the Inuvik-Tuktoyaktuk NT corridor which will require vehicles.

#### 2. Requirements

##### 2.1 Tasks

2.1.1 The Contractor will provide rental vehicles consisting of the vehicles described in the table below for the period 11 March to 4 April. The CAF requires the rental of the following vehicles to be delivered to Inuvik, NT.

2.1.2 Table of required contracted rental vehicle services

Quantity Required	Type	Start Date	End Date	Days
2	Standard SUV	11-Mar-19	04-Apr-19	24
3	3 passenger pick-up with cap	11-Mar-19	04-Apr-19	24
1	7 passenger SUV	11-Mar-19	04-Apr-19	24
2	7 passenger SUV or 6 passenger pick-up	11-Mar-19	04-Apr-19	24
2	5 passenger mini-van	11-Mar-19	31-Mar-19	20
4	3 passenger pick-up with or without cap	16-Mar-19	04-Apr-19	19
6	5 passenger SUV or 6 passenger pick-up	16-Mar-19	31-Mar-19	16
5	5 passenger mini-van	16-Mar-19	31-Mar-19	16

##### 2.2 Technical Requirements

The above tasks (as applicable) must be provided in accordance with the technical requirements detailed within.

2.2.1 Requirement that must be met for each vehicle provided shall include:

- 2.2.1.1. The vehicles must be in safe operating condition, cleaned, mechanically inspected and serviced prior to delivery;
- 2.2.1.2. The vehicles must be provided on the basis of unrestricted usage (i.e. unlimited mileage / kilometers) by the CAF;
- 2.2.1.3. The vehicles must have functioning seat belts for all occupants' positions within the vehicle;
- 2.2.1.4. The vehicles must have an automatic transmission;
- 2.2.1.5. The vehicles must have an interior heating system in good working condition;
- 2.2.1.6. The vehicles must have all tires in good condition, with at least 75 % or greater tread life remaining and marked with the Rubber Association of Canada Alpine marking for snow tires (or equivalent marking);
- 2.2.1.7. The vehicles must have a spare tire on a rim (compatible with the vehicle) in good condition, with at least 75 % or greater tread life remaining, along with manufacturers' original tools necessary to change a flat tire;
- 2.2.1.8. The vehicles must include two sets of keys. One set will be provided with each vehicle to the CAF. The Contractor will have available a second set of keys which the Contractor will hold; and
- 2.2.1.9. The vehicles must have a full fuel tank upon delivery;
- 2.2.2. Delivery and Inspection. Upon delivery of the vehicle being provided, any damages or problems must be annotated on the CAF Vehicle Inspection Sheet. The CAF will not accept any vehicle that is not in a good state of repair. The CAF's Vehicle Inspection Sheet can be found at Appendix 1. This version or the contractor's version can be utilized as long as it contains at minimum the information on the CAF's version;
- 2.2.3. Acceptance Process. At time of vehicle delivery, in the event a vehicle is defective or otherwise not in conformity with the requirements of the contract, the CAF shall have the right either to reject the vehicle or have the vehicle replaced within 48hrs;
- 2.2.4. Loss, Damages and Repairs. Canada will not be responsible for losses or damage due to normal wear and tear. Canada will not be liable for the cost of repairs to rental vehicle due to failure or break down, including, but not limited to:
  - a. Flat tire incurred during operations on paved or gravel roads;
  - b. Metal fatigue (breaks at weld, broken springs, hinges, etc.); and
  - c. Replacement of headlights, wiper blades, etc.
- 2.2.5. Vehicle Break-downs.
  - 2.2.5.1. 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 (72) seventy 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 TA or representative;
  - 2.2.5.2. The Contractor will provide a point of contact to liaise with the CAF 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 be fluent in English; and

2.2.5.3 In the case that the vehicle cannot be replaced, the contract shall be terminated and an invoice submitted for only the service that was provided.

## 2.2.6 Return Process

2.2.6.1 The CAF Point of Contact (POC) and the Contractor shall note any damage or problems with the vehicles that do not correspond to the original Vehicle Delivery Inspection Sheet;

2.2.6.2 The CAF shall only consider damage or problems with the vehicles that do not correspond to the original Vehicle Delivery Inspection Sheet for compensation; and

2.2.6.3 The Contractor must provide a written estimate for any vehicle repairs as a result of neglect by CAF use within 7 days of the return of the damaged vehicle.

## 2.3 CAF responsibilities

2.3.1 The CAF will provide a Technical Authority (TA) to represent the CAF with all the work being conducted; and

2.3.2 The CAF will be responsible to conduct visual inspections as per Appendix 1; and

2.3.3 The CAF is responsible for providing qualified operators.

2.3.4. Driver daily inspections;

2.3.5. Reporting damages caused by driver neglect;

2.3.6. Ensuring fuel tanks are filled upon return; and

2.3.7. Drivers are responsible to pay all vehicle tickets and fines.

## 2.4 Contractor responsibilities

2.4.1. The Contractor is responsible to provide a point of contact to liaise with the CAF TA concerning the work to be provided. This individual must be available during business hours by cell phone;

2.4.2. The Contractor is responsible to provide the vehicle in good condition, cleaned, mechanically checked and inspected prior to acceptance;

2.4.3. Maintaining the vehicle from normal wear and tear, and changing worn tires;

2.4.4. Towing if necessary the vehicle from the point of vehicle breakdown to the contractor's repair facility;

2.4.5. The Contractor must allow the vehicle to be inspected by an appointed member of CAF;

2.4.6. The Contractor is responsible to ensure that the vehicle meets Transport Canada and provincial/territorial safety guidelines for motor vehicles;

2.4.7. In the case of a breakdown, the Contractor must endeavor to provide another vehicle as a replacement within 48 hrs. The vehicle must be of the same size and category of the original




vehicle or better. Should the replacement vehicle require repairs, the Contractor will not bill the CAF for the time required to provide the replacement vehicle.

- 2.4.8. All maintenance and repairs (Parts and Labour) are the responsibility of the contractor;
  - 2.4.9. The Contractor is responsible for the delivery and pickup of vehicles to TA for the CAF; and
  - 2.4.10. The Contractor must at the end of the contract and within five (5) working days, provide a written estimate for any vehicle repairs as a result of DND use, and will refer to the original vehicle delivery inspection sheet. The CAF has the right to obtain its own estimates through a third party on the identified repairs, in order to validate Contractor's estimates. Once the value of the repairs had been established, the Contractor will invoice the CAF for the agreed amount.
  - 2.4.11. Collision Damage Waiver Insurance. Optional Collision Damage Waiver (CDW) Insurance must be included for all vehicles. The CDW rate must provide coverage that fully insures Canada and CAF personnel with nil-deductible against collision, loss, damage, fire, theft, vandalism, tire damage, glass damage and loss of use, except in cases in which CAF person has been charged and convicted of an indictable offense while using the rental vehicle.
- 3. Deliverables**3.1. The contractor must provide the services detailed in Section 2.

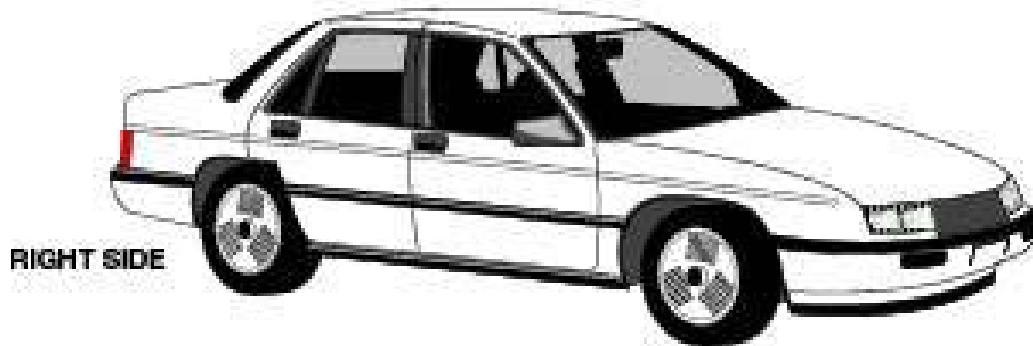
**APPENDIX 1**  
**Vehicle Inspection Sheet**

**FEUILLE D'INSPECTION / INSPECTION SHEET**  
**C/CAB**

<b>GFR:</b> _____	<b>DATE:</b> _____			
<b>1. INSPECTER SOUS LE VÉHICULE POUR PERTE DE LIQUIDE</b> <b>CHECK UNDER VEHICLE FOR INDICATION OF LEAKS</b>		<b>SERV</b>	<b>N/S</b>	<b>REMAR.</b>
<b>2. NIVEAU D'HUILE</b> <b>ALL FLUID LEVELS</b>		<b>SERV</b>	<b>N/S</b>	<b>REMAR.</b>
<b>TOUTES LES HUILES / ALL OILS</b>				
<b>REFROIDISSEUR / COOLANT</b>				
<b>LAVE VITRE / WINDSHIELD WASHER</b>				
<b>3. SOUS LE CAPOT</b> <b>TILT CAB CHECK</b>		<b>SERV</b>	<b>N/S</b>	<b>REMAR.</b>
<b>COURROIE EN Y / Y-BELT ENGINE</b>				
<b>BAFFES / BATTERIES</b>				
<b>VENTILATEUR / FAN FREE WHEEL</b>				
<b>4. VÉRIFICATION EXTÉRIEURE DU VÉHICULE</b> <b>VEHICLE WALK AROUND CHECK</b>		<b>SERV</b>	<b>N/S</b>	<b>REMAR.</b>
<b>FONCTIONNEMENT DE S PORTES / DOORS MECHANISMS</b>				
<b>MIROIRS / MIRRORS</b>				
<b>DOMMAGE EXTÉRIEUR / BODY DAMAGE</b>				
<b>FENÊTRES (PROPRETÉ) / WINDOWS (CLEANLINESS)</b>				
<b>LUMIÈRES / LIGHTS</b>				
<b>PNEUS / TIRES</b>				
<b>SYSTÈME D'ÉCHAPPEMENT / EXHAUST SYSTEM</b>				
<b>5. VÉRIFICATION DE DÉMARRAGE</b> <b>START VEHICLE CHECK</b>		<b>SERV</b>	<b>N/S</b>	<b>REMAR.</b>
<b>LUMIÈRES / ALL LIGHTS</b>				
<b>INDICATEUR D'ÉTAT DE LA BATTERIE / BATTERY CHARGING INDICATOR</b>				
<b>KLAXON / HORN</b>				
<b>SYSTÈME DE CHAUFFAGE &amp; AC / HEATING SYSTEM &amp; AC</b>				
<b>ESSUS-GLACE / WINDSHIELD WIPERS</b>				
<b>SYSTÈME DE FREINS / BRAKE SYSTEMS</b>				
<b>6. À L'INTÉRIEUR</b> <b>INSIDE THE CAB</b>		<b>SERV</b>	<b>N/S</b>	<b>REMAR.</b>
<b>BOUGE DE PREMIÈRE AIDE (si équipé) / FIRST AID KIT (if eqpt)</b>				
<b>CENTURES DE SÉCURITÉ / SEATBELTS</b>				
<b>RAPPORT DE COLLISION / COLLISION REPORT</b>				
<b>PROPRETÉ GÉNÉRALE / CLEANLINESS</b>				
<b>NOM/NOME:</b> _____	<b>UNITÉ/UNIT:</b> _____			
<b>MM/SD:</b> _____				
	<b>SIGNATURE:</b> _____			

<b>EXTERIOR</b>
Mark all damages as follows:
S - Scratched
P - Peeled paint
D - Dented
C - Chipped
M - Missing part
R - Rusted spot
O - Other: _____

<b>INTERIOR</b>	Tears	Stains	Wear
Mark all damages as follows:			
Headliner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seats	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Door panels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor: Front	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor: Back	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O - Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Name: \_\_\_\_\_

Make / Model Year: \_\_\_\_\_

Notes: \_\_\_\_\_

**ANNEX "B"**

**BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm fixed all-inclusive pricing as follows:

<b>Type</b>	<b>Quantity Required</b>	<b>Number of Days</b>	<b>All-inclusive per diem cost per vehicle</b>	<b>Total all-inclusive cost</b>
Standard SUV (11 March to 4 April 2019)	2	24	\$	\$
3 passenger pick-up with cap (11 March to 4 April 2019)	3	24	\$	\$
7 passenger SUV (11 March to 4 April 2019)	1	24	\$	\$
7 passenger SUV or 6 passenger pick-up (11 March to 4 April 2019)	2	24	\$	\$
5 passenger mini-van (11 March to 31 March 2019)	2	20	\$	\$
3 passenger pick-up with or without cap (16 March to 4 April 2019)	4	19	\$	\$
5 passenger SUV or 6 passenger pick-up (16 March to 31 March 2019)	6	16	\$	\$
5 passenger mini-van (16 March to 31 March 2019)	5	16	\$	\$
			<b>Sub-total</b>	\$
			<b>HST/GST</b>	\$
			<b>Total</b>	\$

**ANNEX “1” 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)