

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada
Building S-111
CFB Petawawa
Petawawa
Ontario
K8H 2X3
Bid Fax: (613) 687-6656

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 SNOWMOBILE RENTAL - EX TRILLIUM RES	
Solicitation No. - N° de l'invitation W0107-12SP11/A	Date 2013-01-10
Client Reference No. - N° de référence du client W0107-12SP11	
GETS Reference No. - N° de référence de SEAG PW-\$PET-902-1218	
File No. - N° de dossier PET-2-37119 (902)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-28	Time Zone Fuseau horaire Eastern Standard Time EST
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: Bell, Deborah	Buyer Id - Id de l'acheteur pet902
Telephone No. - N° de téléphone (613) 687-6655 ()	FAX No. - N° de FAX (613) 687-6656
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of National Defence 2 Svc Bn Transportation Coy Bldg. D-57, CFB Petawawa Petawawa, Ontario K8H 2X3	

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 Supply and
Services Operation
Petawawa Procurement
Building S-111
CFB Petawawa
Petawawa
Ontario
K8H 2X3

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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

For the rental including delivery and pickup, of snowmobiles and cargo sleighs for the period 01 February 2013 to 01 March 2013 in support of Exercise Trillium Response 13, for the Department of National Defence, CFB Petawawa. The training will take place in the Cochrane and Moosonee, Ontario area.

2.1 Requirement:

Qty 80 Light Over Snow Vehicles (LOSVs) Snowmobiles, in accordance with the Statement of Work attached as Annex A.

Qty 35 Snowmobile cargo sleighs in accordance with the Statement of Work attached as Annex A.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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

questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

1. Bid Preparation Instructions

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

- Section I: Technical Bid (one hard copies)
- Section II: Financial Bid (one hard copies)
- Section III: Certifications (one 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.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.2 Financial Evaluation

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

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract. However, Canada reserves the right to award multiple contracts, in order to meet the stated requirement. In the event that the low responsive bidder is unable to provide all the equipment required, additional contracts will be awarded, in order of evaluated bids, until the full requirement has been met.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that

Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional Certifications Precedent to Contract Award and Certifications Required with the Bid

Bidders must submit the certifications as provided below:

2.1 Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1.1 Federal Contractors Program - over \$25,000.00 and under \$200,000.00 or more

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- () is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C.. 1995, c. 44;
- () is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

2.1.2 Documents Required:

2.1.2.1 For all snowmachines and cargo sleighs offered, bidder must provide the following information:

- Make, model and year
- General specifications for each model, which indicates that it meets the stated requirements for size, power and features
- Maximum replacement value for each machine in the event of damage or loss. This value must be supported by reference(s) to an accepted publication for this purpose, such as Canadian Blue Book for Snowmobiles. Substantiating documentation may be requested.

2.1.2.2 A detailed maintenance schedule for any and all maintenance to be carried out during the rental period.

2.1.2.3 Copy of a pro-forma "In/Out" Inspection form to be completed and signed by both the Consignee and the Contractor.

2.1.2.4 A plan for providing emergency repairs during the **critical usage period**, which will be the week of 08 February 2013, as well as the other weeks of the rental period. Example: This may be the name and contact information of a local dealer in the Cochrane/Moosonee area, who can provide service or they may offer to provide an employee (mechanic) who would travel to and stay in the area in case of breakdowns.

2.2 Additional Certifications Required with the Bid

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

2.2.1 Canadian Content Certification

SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

This procurement is conditionally limited to Canadian services..

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as a non-Canadian service

The Bidder certifies that:

() the services offered are a Canadian service as defined in paragraph 2 of clause A3050T.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

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

3.1 General Conditions

2010C (2012-11-19), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the contract is from _____ to _____.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Deborah Bell
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Bldg S-111, CFB Petawawa, Ontario K8H 2X3

Telephone: 613-687-6655
Facsimile: 613-687-6656
E-mail address: debbie.bell@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

(to be provided by the Contracting Authority before Contract award)

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative (Bdder fill in)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6. Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s)", as specified in Annex B for a cost of \$ _____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

7. 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. The format of the invoice must match the format of the basis of payment.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation 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.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2012-11-19);
- (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))

11. Clauses

SACC Manual clause A9006C (2012-07-16) Defence Contract

SACC Manual clause H100C (2008-05-12) Single Payment

12. Insurance Requirements

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

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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"**STATEMENT OF WORK****Situation**

- 1.0 Training Support for Exercise Trillium Response in Cochrane and Moosenee Area, from 1 Feb 13 to the 1 Mar timeframe. Exercise TRILLIUM RESPONSE 13 (Ex TR 13) will be a Land Force Central Area/Joint Task Force Central (LFCA/JTFC) field training exercise (FTX) aimed at exercising multiple formations in a domestic war fighting exercise in the northern regions of Ontario. The exercise will develop interoperability between Regular and Reserve Forces, the Canadian Rangers, and will also include available civilian partner agencies. This exercise will confirm the ability of multiple formations to effectively exercise command and control in remote and harsh conditions while ensuring the soldiers of LFCA are able to move, fight, and communicate in harsh winter conditions
- 2.0 **Objective of this Requirement**
- DND requires the rental of 80 Light Over Snow Vehicles (LOSV's) (snowmobiles) and 35 cargo sleighs.
- 3.0 **Location:** All training will take place in the Cochrane and Moosenee area of Northern Ontario.
- 4.0 **Snowmobiles and Cargo sleighs**
- 4.1 The Contractor must supply rental snowmobiles and Cargo sleighs in accordance with the specifications detailed below at Article 6.1. Each snowmobile must be supplied with necessary safe operating and required maintenance instruction manuals.
- 4.2 **Standards**
- (a) The Equipment must comply with all Provincial vehicle operation, maintenance and Safety Regulations; and
- (b) The Contractor must inform the client in writing of any necessary requirements to ensure they are compliant with the above legislation.
- 4.3 **Delivery and Pick-up**
- (a) The Contractor must arrange for the delivery to, and pick up from, of the snowmobiles at Building D-57, CFB Petawawa.
- (b) The snowmobiles and Cargo sleighs must be delivered in working order and ready for use.
- (c) Snowmobiles to be model year 2010 or newer.
- 4.4 **Inspection and Certification**

-
- (a) The Contractor must complete a pre-delivery inspection of the equipment and provide a written copy of the inspection at the time of delivery. The inspection report must include clear technical description of equipment condition supported by evidence of the condition;
 - (b) The snowmobiles must be supplied full of fuel and oil;
 - (c) DND personnel will conduct an "In" inspection upon delivery after Contractor's pre delivery inspection prior to accepting the equipment into service. DND will reject snowmobiles and cargo sleighs that fail the acceptance inspection and another snowmobile or trailer must be provided by the Contractor within twenty four (24) hours. In and out inspections carried out by both parties (Copies exchanged);
 - (d) The Contractor must provide, at time of delivery, contact information numbers for emergency repairs;
 - (e) Wear and tear i.e.: Minor scrapes and scratches etc are considered normal wear and tear;
 - (f) DND personnel will conduct an out inspection and return the snowmobile and cargo sleighs to the Contractor with all supplied/removal accessories or equipment.. The machines will be returned full of fuel and oil;

4.5 **Snowmobile and cargo sleighs Usage**

- (a) The machines will be operated by DND licensed operators;
- (b) The rental of snowmobiles and cargo sleighs will include unlimited kilometre usage for the duration of the rental contract.
- (c) The Contractor must ensure that all vehicles are supplied in good mechanical condition; and
- (d) Right to refuse vehicles for mechanical or safety reasons will be exercised by DND personnel.

4.6 **Contractor/DND – Responsibilities:**

Unless otherwise stated herein, the following applies:

4.6.1 The Contractor is responsible for:

- (a) Delivery to the destination specified in the contract;
- (b) Pick up at time of expiry or termination of the contract;
- (c) Vehicle licensing, permits or exemptions;
- (d) The Contractor is responsible for any repairs to the snowmobiles and cargo sleighs that are covered under the manufacturers' warranty. Warranty servicing means the supply of parts provided by the manufacturer's warranty together with labour necessary to install such parts. All warranty work will be carried by the manufacturer's authorized service representative.
- (e) Full maintenance due to normal wear and tear or provide a list of authorized maintenance that can be done DND vehicle technicians;

4.6.2 DND is responsible for:

- (a) The supply of fuel during the rental period except for the initial full tank included in the rental;
- (b) Additional oil, if required, during the rental period;
- (c) Washing (minor clean up upon returning the equipment);
- (d) Return to the Contractor, all vehicle parts replaced, (minor repairs such as spark plugs or anything that can be done on the exercise site to keep downtime to a minimum and only if required); and
- (e) DND will pick up all snowmobiles that have broken down or require service and deliver to Building D-57, CFB Petawawa. It is agreed and understood that DND is responsible for loss and damage to the snowmobiles during the rental period, caused by negligence or carelessness of DND employees, officers or agents of DND and recorded to the extent that the loss or damages is not the result of normal wear and tear. Loss or damage due to theft but not due to negligence of the DND will be self-underwritten by Canada. Snowmobiles and ATV's are to be repaired as required during the rental period and at the end of the rental period.

4.7 **Maintenance:**

- (a) All snowmobiles and cargo sleighs must be in new mechanical condition, must be clean and free of body damage, minor dents and scratches resulting from normal use excluded, prior to acceptance;
- (b) The acceptability of snowmobiles delivered with minor dents and scratches will be at the discretion of the Site Authority. All periodic maintenance, is at the Contractor's responsibility and expense, i.e., greasing, oil changes and scheduled engine inspection;
- (c) Replacement or repair of any damaged glass or plastic windows and any glass or plastic lenses due to normal wear and tear and road hazard must be undertaken by the Contractor and at no cost to the Crown;
- (d) The Contractor is responsible for any glass damage regardless of cause, except wilful damage and minor paint/body damage that is not the result of a reportable accident as defined by Part XIV/Section 199 of the Ontario Highway Traffic Act for 1998 or the corresponding section in the most current version; and
- (e) As a further clarification, the Crown's sole responsibility will lie in being held responsible for damages as a result of accident or misuse. The Crown considers nails or any other sharp objects that may be run over in roads or driveways and flying stones from other vehicles that may damage glass or lenses to be strictly road hazard and part of the normal wear and tear of operating a vehicle.

4.8 **Repair Process:**

For repairs during the rental period and following the "Out" inspection:

- (a) All snowmobiles and cargo sleighs will be inspected by DND personnel and the Contractor, jointly, for damages prior to the repair of the snowmobile and cargo sleighs. Any damages located will be annotated on a form and signed by both parties. There it will be determined if the repairs

fall under warranty or if DND is responsible to pay. Authorization to proceed with repairs is to be obtained from the Contractor if it is under warranty. If DND is responsible for the repairs then approval has to be granted by DND prior to repairing the snowmobile and cargo sleighs.

(b) Any claims for damages found after the "Out" inspection that were not identified must be submitted to the DND Project Authority within 72 hours of the signed off inspection report.

(c) Repairs that are DND's responsibility must be invoiced, by the Contractor, separate from the invoice for the rental of the snowmobiles. The repair invoice(s) must show the breakdown of the repair for each snowmobile including labour and parts

(d) The repair invoice for the snowmobiles that DND is responsible to pay for must be forwarded to DND.

(e) In the event of damage or loss, Canada will have the right to elect to pay out the specified replacement cost of the machine, if it is determined that the cost to repair the machine, as claimed by the Contractor, is not warranted. In such case, the damaged machine shall become the property of the Consignee, to repair or surplus as their discretion.

5.0 Specifications

5.1 Snowmobiles (Rental) Medium general purpose machine for the movement of personal and equipment, capable of towing toboggans as required with maximum manoeuvrability and stability in tight spaces and : The snowmobiles must meet the following minimum specifications:

- (a) 2 Stroke or 4 stroke (cycle) engine;
- (b) Air / fan or liquid cooled engine;
- (c) Carbureted or fuel injection;
- (d) Between 500 and 600 CC displacement
- (e) Regular unleaded fuel;
- (f) Dual towing hitch capable - either pintle or draw pin;
- (g) Modular two up seating;
- (h) Cargo rack;
- (i) Speedometer;
- (j) Tachometer;
- (k) Electric start;
- (l) Heated handgrips and throttle thumb warmer;
- (m) long track (16-20 in w; 136"-140" long)

5.2 Snowmobile Helmets

5.2.1 The Contractor must supply snowmobile specific helmets in accordance with the specifications at Article 6.2.2 below. The helmets must be supplied at the same time and location when the snowmobiles are ready to be put in service as indicated in Annex B. Spare visors must be direct replacements for the helmets provided for quick replacement in case of breakage.

5.2.2 Specifications (Helmets and Visors): The helmets must meet the following minimum specifications:

- (a) be snowmobile specific;
- (b) be a modular type;
- (c) have a visor;
- (d) have an integrated sun visor;
- (e) be Department of Transport/CSA approved;
- (f) be black or a dark solid color; and
- (g) replacement visors (clear);
- (h) size Large

5.3 Cargo Sleighs

5.3.1 Specifications: Cargo Sleighs must meet the following minimum specifications:

- (a) 10-12 cubic feet capacity
- (b) tow bar to connection;
- (c) equipped with extension.

ANNEX “B”**Basis of Payment**

ITEM	DESCRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1	Rental of Snowmobiles, including helmets in accordance with Annex A for period 01 Feb 2013 to 01 March 2013, FOB Petawawa.	EA	80	\$
2	Rental of Cargo Sleighs in accordance with Annex A for period from 01 Feb 2013 to 01 March 2013 FOB Petawawa.	EA	35	\$
3	Transportation of all snowmachines and Cargo Sleighs from Contractor's location to Cochrane Ontario and return upon completion of rental period (Optional)	LOT	1	\$

HST is extra @ 13%

ANNEX C INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles

(n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

(o) 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 acknowledgment 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.

12.2 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 \$2,000,000 per accident or occurrence.

2. The policy must include the following:

- (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- (b) Accident Benefits - all jurisdictional statutes
- (c) Uninsured Motorist Protection
- (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.